



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
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सं. 21]

नई दिल्ली, शनिवार, मई 24, 1997/ज्येष्ठ 3, 1919

No. 21]

NEW DELHI, SATURDAY, MAY 24, 1997/JYAISTHA 3, 1919 GOVT. OF INDIA

इस भाग में मिला पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्वजनिक ज्ञापन और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कामिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कामिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 मई, 1997

का.आ.-1334 केन्द्रीय सरकार एतद्वारा आतंकवादी और विध्वंसकारी क्रियाकलाप (निवारण) अधिनियम, 1987 (1987 का अधिनियम सं. 28) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री ए.बी. बेलगल, एडवोकेट पुत्र श्री बी. एच. बेलगल, नामांकन सं. एम.एच.एच. 216/1985, निवासी-50/203, माम्हा नगर, कालबा बैस्ट, ठाणे-400604 को संलग्न अनुसूची में उल्लिखित अपराधों अथवा मुम्बई शहर और मुम्बई उपनगरीय जिले, जिला रायगढ़ और जिला ठाणे में किए गए ऐसे ही मामलों के विचारण के लिए उक्त अधिनियम की धारा 9 के अन्तर्गत गठित नामनिर्दिष्ट न्यायालय, मुम्बई में पूर्वोक्त अनुसूची में उल्लिखित मामलों और मुम्बई शहर तथा उसके उपनगरों में 12 मार्च, 1993 को हुए बम-विस्फोटों से उत्पन्न ऐसे ही क्षेत्रों में ऐसे ही मामलों से उत्पन्न मामला सं. आरसी-1(एस)/93-सीबीआई, एसटीएफ, मुम्बई (कोर्ट केस सं. बीबीसी-1 प्रॉफ 93) तथा उक्त अधिनियम के अधीन उससे संबंधित अथवा आनुषंगिक अन्य विषयों तथा पूर्वोक्त बम विस्फोटों से उत्पन्न और संसक्त ऐसे क्षेत्रों में ऐसे मामलों के संचालन के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

अनुसूची

क्रम सं. स्थान	पुलिस स्टेशन तथा सी.आर. सं.	बी सी बी सी आर सं.
1 स्टॉक एक्सचेंज	एम.आर.ए. मार्ग, 129/93	70/93
2 कथा बाजार	पैथोनी, 195/93	73/93
3 सेना भवन	दादर, 186/93	118/93
4 सेंचुरी बाजार	दादर, 187/93	117/9

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5	महिम कांजवे	महिम, 185/93	110/93
6	एयर इंडिया	कुफे परेड, 126/93	71/93
7	जावेरी बाजार (एक्स. स्कूटर)	एल. टी. मार्ग, 122/93	75/93
8	सी-रॉक होटल	बांद्रा, 148/93	114/93
9	प्लाजा सिनेमा	महिम, 184/93	109/93
10	जुहु सेंतूर होटल	सांताक्रुज, 155/93	111/93
11	एयरपोर्ट बे 54 (थ्रोइंग एच. जी.)	सहार, 200/93	108/93
12	सेंतूर होटल (एयरपोर्ट)	एयरपोर्ट, 19/93	115/93
13	वर्ली	वर्ली, एल एसी, 389/93	112/93
14	नैगांम सी आरएस रोड, (अन-एक्सप्लोडिड स्कूटर)	मेंदुंगा, 251/93	72/93
15	धनजी स्ट्रीट एंड जावेरी बाजार (2 अन-एक्सप्लोडिड स्कूटर)	एल. टी. मार्ग, 124/93	111/93
16	म्हसला	म्हसला, 6/93	132/93
17	श्रीवर्धन	श्रीवर्धन, 14/93	133/93
18	गोरेगांव	गोरेगांव, 17/93	134/93
19	ठाणे	कपूरवाडी, 14/93	135/93
20	एस. के. मैतन स्ट्रीट	एल. टी. मार्ग, 138/93	77/93
21	ईस्टर्न साईड लेबोरेट्री ऑफ मुसाफिर खाना, मुम्बई	एल. ए. सी	15/93
22	नरियालवाडी, मुस्लिम सीमेंट्री मसगांव	एल. ए. सी.	18/93
23	पिकनिक गैस्ट हाउस, नियर लीडो थियेटर, सांताक्रुज (वेस्ट)	एल. ए. सी.	20/93
24	58, नरगिस दस रोड, पाली हिल्स, बांद्रा (वेस्ट), मुम्बई-50	एल. ए. सी	21/93
25	बोना पार्ट इंडस्ट्रीज, घनश्याम इंडस्ट्रीज एस्टेट, बीरा देसाई रोड, मुम्बई-50	एल. ए. सी.	23/93
26	खालीजाबी खॉल, आर. नं. 1, कुर्ली सोनापुर लेन, कुर्ली (वेस्ट)	एल एसी, 707/93	32/93
27	ड्रीमलैंड कोऑपरेटिव हाऊसिंग सोसाइटी, एल ए सी मिल्ट्री रोड, मारोल, मुम्बई		22/93

[सं. 225/8/97-ए. बी. डी-11]

हरि सिंह, ग्रवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th May, 1997

S. O. ....1334.....In exercise of the powers conferred by sub-section (1) of section 13 of the Terrorist and Disruptive Activities (Prevention) Act, 1987 (Act. No. 28 of 1987) the Central Government hereby appoints Shri A. B. Belgal, Advocate, S/o Sh. B. H. Belgal, Enrol No. MAH 216/1985, R/o 50/203 Manisha Nagar, Kalwa

West. Thane-400604, as Special Public Prosecutor for conducting prosecution of the case RC. 1 (S)/93-CBI STF Bombay (Court Case No. BBC 1 of 93) arising of the cases mentioned in the schedule appended hereto, and such cases in such areas as may arise out of and connected with Bomb Blasts, which occurred on 12th March, 1993 at Bombay City and suburbs, and other matters connected therewith or incidental thereto under the said Act, in the Designated Court at Bombay constituted under section 9 of the said Act to try offences or such cases committed at Bombay City and Bombay suburban Districts, Raigad District and Thane District as mentioned in the said schedule, and to try such cases in such areas as may arise out of and connected with aforesaid Bomb Blasts.

## SCHEDULE

Sl. No.	Place	Police Station and CR No.	DCB Cr. No
1.	Stock Exchange	M. R.A. Marg, 129/93	70/93
2.	Katha Bazar	Pydhonia, 195/93	73/93
3.	Sena Bhavan	Dadar, 186/93	118/93
4.	Century Bazar	Dadar, 187/93	117/93
5.	Mahim Causeway	Mahim, 185/93	110/93
6.	Air India	Cuffe Parade, 126/93	71/93
7.	Zaveri Bazar (exploded Scooter)	LT Marg, 122/93	75/93
8.	Sea-Rock Hotel	Bandra, 148/93	114/93
9.	Plaza Cinema	Mahim, 184/93	109/93
10.	Juhu Centaur Hotel	Santacruz, 155/93	116/93
11.	Airport Bay 54 (Throwing H. G.)	Sahar, 200/93	108/93
12.	Centaur Hotel (Airport)	Air-Port, 19/93	115/93
13.	Worli	Worli, LAC 389/93	112/93
14.	Naigaum C. R. S. Road (unexpl. Scooter)	Matunga, 251/93	72/93
15.	Dhanji ST & Zaveri Bazar (2 Unexploded Scooter)	L. T. Marg, 124/93	111/93
16.	Mhasla	Mhasla, 6/93	132/93
17.	Srivaradhan	Shrivardhan, 14/93	133/93
18.	Goregaon	Goregaon, 17/93	134/93
19.	Thane	Kapurbawdi, 14/93	135/93
20.	S. K. Menon Street	L. T. Marg, 138/93	77/93
21.	Eastern Side Lavatory of Musaffir Khana Bombay.	LAC	15/93
22.	Nariyal Wadi, Muslim Cementery, Mazagaon.	LAC	18/93
23.	Picnic Guest House Near Lido Theatre, Santacruz (W).	LAC	20/93
24.	58, Nargis Dutta Road, Pali Hill, Bandra (W), Bombay-50.	LAC	21/93
25.	Bona Parte Ind. Ghanshyam Indl. Est. Vira Desai Road, Andheri.	LAC	23/93
26.	Khatijabi Chawl R. No. 1 Sonapur Lane Kurla (W).	Kurla LAC707/93	32/93
27.	Dreamland Co. Op. Hsg. Sct. Military Road, Marol Bombay,	LAC	22/93

कार्मिक लोक शिकायत तथा पेंशन मंत्रालय  
(पेंशन एवं पेंशनभोगी कल्याण विभाग)

शुद्धिपत्र

नई दिल्ली, 8 मई, 1997

का०प्रा० 1335 :—भारत के राजपत्र के भाग II, खण्ड 3, उपखंड (ii) में दिनांक 10 फरवरी, 1996 को प्रकाशित अधिसूचना में, भारत सरकार, कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय के दिनांक 28 दिसम्बर, 1995 के का०प्रा० 379 के पृ० 499 को इस प्रकार पढ़ा जाए:-

1. 1(1) की दूसरी पंक्ति में 1995 के स्थान पर 1996
2. ऊपर से 8वीं पंक्ति में (2) के स्थान पर (3)
3. (घ) की अंतिम पंक्ति में "कम्प्यूटर आदि" के स्थान पर कम्प्यूटरों।

[फा०सं० 20/2/92-पी०एंड०पी०डब्ल्यू०(ई०)(ए०)]

रतन लाल, उप सचिव

(Department of Pension & Pensioners' Welfare)

CORRIGENDA

New Delhi, the 8th May, 1997

S.O. 1335.—In the notification of the Government of India in the Ministry of Personnel, Public Grievances and Pensions (Department of Pension and Pensioners' Welfare) number S.O. 379 dated the 28th December, 1995, published in the Gazette of India, Part II Section 3, Sub-section (ii), dated the 10th February, 1996 at pages 499-500,—

1. at page 499, in the last line, for "1995" read "1996".
2. at page 500,—
  - (i) in line 5,—
    - (a) omit "(I)".
    - (b) for "clause (c)", read "clause (e)";
  - (ii) in line 7, for "To", read "to";
  - (iii) in line 9, for "computers, etc.", read "and computers".
  - (iv) in line 10, for "(2)", read "3";
  - (v) in line 16, for "Meeting", read "meeting";
  - (vi) in line 18, for "durable", read "durables";
  - (vii) in line 19, for "computers, etc.", read "and computers".

[File No. 20/2/92-P&PW (E)(A)]  
RATTAN LAL, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 7 अप्रैल, 1997

का०प्रा० 1336 :—केन्द्रीय सरकार, आयकर अधिनियम, 1961 (1961 का 43) की धारा 245ण के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए थी एस०सी० जैन, अपर सचिव

विधि मंत्रालय, विधि-कार्य विभाग को दिनांक 31-3-1997 के पूर्वानु से अगले आदेशों तक अग्रिम विनियम प्राधिकरण का अंशकालिक सदस्य नियुक्त करते हैं।

[फा०सं० ए० 12026/14/96-प्रणा०-1]

एच०एम० चौधरी, उप सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 7th April, 1997.

S.O. 1336.—In exercise of the powers conferred by Section 245-O of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby appoints Shri S. C. Jain, Additional Secretary, Ministry of Law, Department of Legal Affairs, as part-time Member of the Authority for Advance Rulings with effect from the forenoon of 31-3-1997 and until further orders.

[F. No. A-12026/14/96-Ad. I]

H. M. CHOUDHARY, Dy. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 7 मई, 1997

का०प्रा० 1337 :—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, श्रमसूची में वर्णित मैगनीज डायसाईड तथा कच्चे क्रोम रहित खनिज तथा अयस्क (ग्रुप-I तथा II) अर्थात् लोहे कच्चे मैगनीज का गोआ में निर्यात से पूर्व निरीक्षण करने के लिए गोसालिया बिल्डिंग पहली मंजिल वास्कोडिगामा गोआ में स्थित मैसर्स मित्रा एस०के०प्रा० लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय, पी-II सी०आई०टी० रोड, कलकत्ता-700014 में है को 8-1-1997 से और आगे तीन वर्षों की अवधि के लिए निम्न शर्तों के अधीन एतद्द्वारा अधिकरण के रूप में मान्यता देती है अर्थात्:—

(1) मैसर्स मित्रा एस०के० प्रा० लिमिटेड, निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देना ताकि खनिज तथा अयस्क ग्रुप-I के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 तथा खनिज अयस्क ग्रुप-I के निर्यात (निरीक्षण) नियम, 1965 के अन्तर्गत निरीक्षण का प्रमाण पत्र दिया जा सके।

(2) मैसर्स मित्रा एस०के० प्रा० लिमिटेड इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।



## अनुसूची

- (क) खनिज तथा अयस्क ग्रुप-I :—मैंगनीज डायक्साइड रहित बोक्साइट सहित कैलशीड बोक्साइट फैरो-मैंगनीज सहित, फैरोमैंगनीज स्लेग।
- (ख) खनिज तथा अयस्क ग्रुप-II :—मैंगनीज डायक्साइड क्रोम और बर्णक सहित, केनाइट सिल्लीमेनाइट बेराइटिस मग्नेसाइट सहित डेड बर्नट और कैलसीड मैंगनेसाइट, रेड आक्साइड यैलो ओचरी।

[फाईल सं० 5/10/97-ई०आई०एण्ड ई०पी०]

कुमारी सुमा सुब्बण्णा, निदेशक

## MINISTRY OF COMMERCE

New Delhi, the 7th May, 1997

S.O. 1337.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a further period of three years w.e.f. 8-1-1997, M/s. Mitra S. K. Private Ltd. located at Gosalia Building, 1st Floor, Vasco-Da-Gama, Goa and having their registered office at P-11, C.I.T. Road, Calcutta-700014 as an agency for inspection of Minerals and Ores (Group-I & Group-II) specified in the schedule annexed hereto, prior to export at Goa subject to the following conditions, namely :—

- (i) that M/s. Mitra S. K. Private Ltd. shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores (Group-I and Group-II) (Inspection), Rules, 1965;
- (ii) that M/s. Mitra S. K. Private Ltd., in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

## SCHEDULE

## (a) MINERALS AND ORES GROUP-I :

Iron Ore, Manganese Ore, excluding Manganese dioxide, Bauxite including calcined bauxite, Ferromanganese including ferromanganese slag.

## (b) MINERALS AND ORES GROUP-II :

Manganese dioxide, Chrome Ore including Chrome concentrates, Kyanite, sillimanite, Barytes, Magnesite including dead burnt and calcined magnesite, Red Oxide, Yellow ochre.

[File No. 5/10/97-EI&amp;EP]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 9 मई, 1997

का०आ० 1338 -निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मैसर्स मित्रा एस०के० प्रा०लि०, मधुसूदन नगर, तुलसीपुर, कटक को खनिज तथा अयस्क (ग्रुप-I और ग्रुप-II) का निर्यात से पूर्व निरीक्षण करने के लिए वाणिज्य मंत्रालय की अधिसूचना सं० का०आ० 3975 तारीख 20-12-1965 और अधिसूचना सं० का०आ० 3978 तारीख 20-12-1965 में वर्गीकृत अनुसूची में दी गयी शर्तों

के अनुसार 29-1-97 से और आगे तीन वर्षों की अवधि लिए अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात्।

- (i) मैसर्स मित्रा एस०के० प्रा०लि० कटक निर्यात निरीक्षण परिपद् द्वारा इस संबंध में नामित अधिकाारी को उनके द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं प्रदान करेगा जिससे कि वह खनिज तथा अयस्क (ग्रुप-I और ग्रुप-II) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण पत्र जारी कर सके।

- (ii) मैसर्स मित्रा एस०के० प्रा०लि० कटक इस अधिसूचना के अधीन कृत्यों के अनुपालन में ऐसे निर्देशों से आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देगे।

[फाईल सं० 5/17/97-ई०आई०एण्ड ई०पी०]

कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 9th May, 1997

S.O. 1338.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years from 29-1-1997, M/s. Mitra S. K. Pvt. Ltd., Madhusudan Nagar, Tulsipur, Cuttack, as an agency for the inspection of Minerals and Ores (Group-I and Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S. O. 3975, dated 20-12-1965 and Notification No. S. O. 3978, dated 20-12-1965 respectively prior to export at Madras, subject to the following conditions, namely :—

- (i) that M/s. Mitra S. K. Pvt. Ltd. Cuttack shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore (Group-I and Group-II) Inspection Rules, 1965 ;

- (ii) that M/s. Mitra S. K. Pvt. Ltd., Cuttack in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/17/97-EI &amp; EP]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 9 मई, 1997

the Director (Inspection &amp; Quality Control) may give in writing from time to time.

[File No. 5/18/97-EI&amp;EP]

KUM. SUMA SUBBANNA, Director.

नई दिल्ली, 9 मई, 1997

का०आ० 1339.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० का०आ० 3975 तारीख 20-12-1965 के अनुसार खनिज तथा अयस्क (ग्रुप-I) का विशाखापत्तनम में निर्यात में पूर्व निरीक्षण करने के लिए मैसर्स इटालेब प्रा० लि० को जो कि 24-3-6, मेन रोड, (प्रथम तल), विशाखापत्तनम-530001, में स्थित है को एक अभिकरण के रूप में 19-2-1997 से और तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद्द्वारा मान्यता देती है, अर्थात् :—

- (1) मैसर्स इटालेब प्रा० लि० निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क (ग्रुप-I) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।
- (2) मैसर्स इटालेब प्रा० लि० इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो निदेशक निरीक्षण एवं क्वालिटी नियंत्रण समय-समय पर लिखित रूप में देंगे।

[फाईल सं० 5/18/97-ई०आई०एण्ड ई०पी०]

कुमारी सुमा सुब्बण्णा, निदेशक

New Delhi, the 9th May, 1997

S.O. 1339.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years from 19-2-1997 M/s. Italab Pvt. Ltd., located at 24-3-6, Main Road (1st Floor), Visakhapatnam-530001, as an agency for the inspection of Minerals and Ores (Group-I) specified in Schedule annexed to Ministry of Commerce Notification No. 3975, dated 20-12-1965 prior to export at Visakhapatnam, subject to the following conditions, namely :—

- (i) that M/s. Italab Pvt. Ltd., shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore (Group-I) (Inspection) Rules, 1965 ;
- (ii) that M/s. Italab Pvt. Ltd., in the performance of their function under this notification shall be bound by such directives as

का०आ० 1340 —निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० का०आ० 3978 तारीख 20-12-1965 के अनुसार खनिज तथा अयस्क (ग्रुप-II) का विशाखापत्तनम में निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स इटालेब प्रा० लि० को जो कि 24-3-6, मेन रोड (प्रथम तल), विशाखापत्तनम-530001 में स्थित है को एक अभिकरण के रूप में 19-2-97 से और तीन वर्ष की अवधि के लिए निम्न-शर्तों के अधीन एतद्द्वारा मान्यता देती है, अर्थात् :—

- (1) मैसर्स इटालेब प्रा० लि०, निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा ताकि खनिज तथा अयस्क (ग्रुप-II) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।
- (2) मैसर्स इटालेब प्रा० लि० इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाईल सं० 5/18/97-ई०आई०एण्ड ई०पी०]

कुमारी सुमा सुब्बण्ण, निदेशक

New Delhi, the 9th May, 1997

S.O. 1340.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years from 19-2-1997, M/s. Italab Pvt. Ltd., located at 24-3-6, Main Road (1st Floor), Visakhapatnam-530001, as an agency for the inspection of Minerals and Ores (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. 3978, dated 20-12-1965 prior to export at Visakhapatnam, subject to the following conditions, namely :—

- (i) that M/s. Italab Pvt. Ltd., shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore (Group-II) (Inspection) Rules, 1965 ;

(ii) that M/s. Italab Pvt. Ltd., in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/18/97 EI & EP-

KUM. SUMA SUBBANNA, Director.

नागरिक पुति, उपभोक्ता मामले और सार्वजनिक वितरण  
मंत्रालय

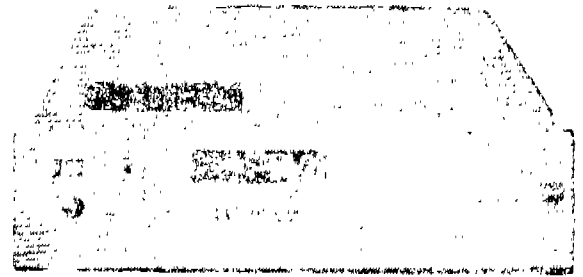
नई दिल्ली, 5 मई, 1997

का.आ 1341 :—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अधि में यथार्थता बनाये रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देना रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यांत्रिक तुला चौकियों को वर्ग-3 मध्यम यथार्थता एस एल-92 शृंखला टार्ष के अंकों संप्रदर्शन वाले उपकरणों में रूपान्तरित करने के लिये स्वतः सूचक गैर-स्वचालित रूपान्तरण के माडल का, जिसका ब्रांड नाम "वीटेक्स" है (जिसे हमसे इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण सैसम वीटेक्स इंडिया लिमिटेड, 1-3-176/35/22/26 भाग्य लक्ष्मी नगर, कवाडीगुडा, हैदराबाद-500380 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई.एन.डी. 09/96/53 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करता है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग-3) का तौलन उपकरण है जिसकी अधिकतम क्षमता 5000 किलोग्राम और न्यूनतम क्षमता 20 किलोग्राम है। सत्यापन मापतोल घन्वार (ई) 1 किलोग्राम है। इसमें एक अर्द्धस्वचालित देयर युक्ति है। भारग्राही आयताकार संकेशन का है जिसका पार्श्व 3 × 7 मीटर है। 25 मिलीमीटर, 7 सैगमेंट प्रकाश उत्सर्जन डायोड संप्रदर्श

तौल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत् प्रदाय पर प्रचालित होता है।



केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह भी घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी मिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 5 टो/2 किलोग्राम, 10 टो/5 किलोग्राम, 20 टो/5 किलोग्राम, 25 टो/5 किलोग्राम, 30 टो/5 किलोग्राम, 40 टो/10 किलोग्राम, 50 टो/10 किलोग्राम, 60 टो/10 किलोग्राम, 80 टो/20 किलोग्राम और 100 टो/20 किलोग्राम, की अधिकतम क्षमता वाले समरूप मेक, यथार्थता और उसी शृंखला के निष्पादन वाले तौलन उपकरण भी हैं।

[फा.सं. डब्ल्यू.एम 21(7)/95]

राजीव श्रीवास्तव, संयुक्त सचिव

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIR  
AND PUBLIC DISTRIBUTION

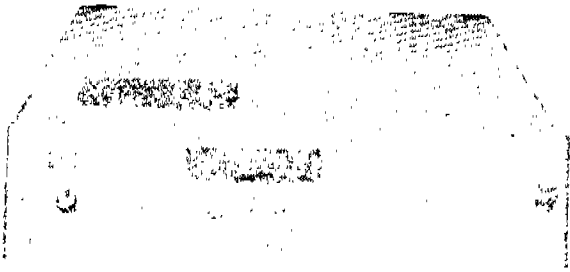
New Delhi, the 5th May, 1997

S.O. 1341.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority is satisfied that the Model (see the figure given below) described in the said report is in conformity with the provision of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic conversion kit for converting mechanical weighbridges into instrument with digital display of type SL-92 S series, of class III accuracy. (Medium accuracy) with brand name "WITEX" (hereinafter called the Model), manufactured by M/s. Weite India Ltd., 1-3-176/35 22/26, Bhagyalakshmi Nagar, Kavagudiga, Hyderabad-500 380, and which is assigned the approval mark IND/09/96/53;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 5000kg and minimum capacity of 20kg. The verification scale interval (e) is 1 kg. It has a semi-automatic tare device. The load receptor is of rectangular section of size 3×7 metre. The 25 millimetre, 7 segment LED display indicates

cates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5t/2kg, 10t/5kg, 20t/5kg, 25t/5kg, 30t/5kg, 40t/10kg, 50t/10kg, 60t/10kg, 80t/20kg and 100t/20 kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM-21(7)/95]  
RAJIV SRIVASTAVA, Jt. Secy.

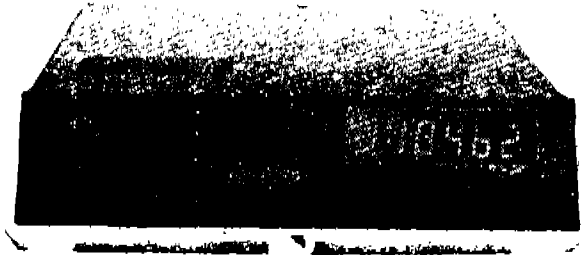
नई दिल्ली, 5 मई, 1997

का.आ० 1342:—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत कि गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल वाट और माप मानक अधिनियम 1976 (1976 का 60) और वाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यांत्रिक तुल्य चीकियों को वर्ग-3 मध्यम यथार्थता एम एन-94 अंशला टाइप के नियंत्रण उपयोग सहित अंकीय संप्रर्णन वाले उपकरणों में रूपान्तरित करने के लिए, खतः सूचक गैर-स्वचालित रूपान्तरण किट के माडल का, जिसका ब्रांड नाम 'वीटेक्स' है (जिसे हमने इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मेसर्स वीटेक्स इंडिया लिमिटेड, 1-3-176/35/22/26, भाग्य लक्ष्मी नगर, कवाडीगुडा, हैदराबाद-500380 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई०एन०डी०/09/96/54 सनदित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता वर्ग-3) का तौलन उपकरण है जिसकी अधिकतम क्षमता 5000 किलोग्राम और न्यूनतम क्षमता 20 किलोग्राम है। सत्यापन मापमान अन्तर (ई) 1 किलोग्राम है। इसमें एक अर्ध-स्वचालित टैयर युक्ति है जिसका व्यकलनत्मक प्रतिधारण टैयर प्रभाव 100 प्रतिशत है। भारग्राही आयताकार

आकृति का है जिसका पार्श्व 3×7 मीटर है। 25 मिलीमीटर, 7 सेगमेंट प्रकाश उत्सर्जन डायोड संप्रदर्श तौल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए यह भी घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी मिदरान्त डिजाइन के अनुसार और उसी सामग्री में, जिसमें अनुमोदन माडल का विनिर्माण किया गया है विनिर्मित 5 टी/2 किलोग्राम, 10 टी/5 किलोग्राम, 20 टी/5 किलोग्राम, 25 टी/5 किलोग्राम, 30 टी/5 किलोग्राम, 40 टी/10 किलोग्राम, 50 टी/10 किलोग्राम, 60 टी/10 किलोग्राम, 80 टी/20 किलोग्राम और 100 टी/20 किलोग्राम की अधिकतम क्षमता वाले समरूप मेक यथार्थता और उसी मीरीज के निष्पादन वाले तौलन उपकरण भी हैं।

[फा०सं० डब्ल्यू एम 21(7)/95]  
राजीव श्रीवास्तव, मंत्रालय सचिव

New Delhi, the 5th May, 1997

S.O. 1342.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model (see the figure given below) described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic conversion kit for converting mechanical weighbridges into instruments with digital display with control applications of type SI-94 C series, of class III accuracy. (Medium accuracy) with brand name "WEITEX" (hereinafter called the Model), manufactured by M/s. Weitex India Ltd., 1-3-176/35/22/26, Bhagyalakshmi Nagar, Kavadiiguda, Hyderabad-500380, and which is assigned the approval mark IND/09/96/54;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 5000kg and minimum capacity of 20kg. The verification scale interval (e) is 1 kg. It has a semi-automatic tare device. The load receptor is of rectangular section of size 3×7 metre. The 25 millimetre, 7 segment LED display

indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;

प्रदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचलित होता है।



(figure)

Further, in exercise of the powers conferred by sub section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity of 5t/2kg, 10t/5kg, 20t/5kg, 25t/5kg, 30t/5kg, 40t/10kg, 50t/10kg, 60t/10kg, 80t/20kg and 100t/20kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No WM 21(7)/95]

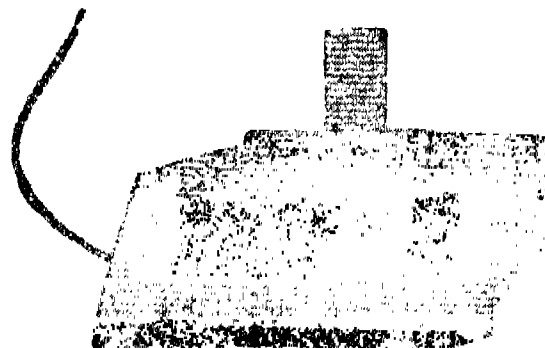
RAJIV SRIVASTAVA, Jr. Secy.

नई दिल्ली, 5 मई, 1997

का.आ. 1343 केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में निर्दिष्ट मापन ताल और माप मानक अधिनियम, 1976 (1976 का 60) और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और हम बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथावस्था बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त यथार्थता वर्ग 2 की सीई सिरीज टाइप के "प्रिन्स" ब्रांड नाम वाले स्वतःचालित गैर-स्वचालित टेबल टॉप वजन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैक्स प्रिन्स स्केल इंडस्ट्रीज, प्रा. लि. 1, नर्गा हरीप्रसाद भोंलाइटो, गौरी सिनेमा, अहमदाबाद-382415 द्वारा किया गया है और जिसे अनुमोदन प्रत्युत्पत्ति एन.डी./09/96/38 समनुद्दिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक उच्च (यथार्थता वर्ग 2) का नोडन उपकरण है जिसकी अधिकतम क्षमता 550 ग्राम और न्यूनतम क्षमता 1 ग्राम है। सत्यापन मापमान अन्तर (ई) 50 मिलीग्राम है। इसमें एक टैरर युक्ति है जिसका व्यकलनात्मक प्रतिशरण प्रभाव 100 प्रतिशत है। भारग्राही आयताकार रोशन का है जिसका आकार 90×80 मिलीमीटर है। प्रकाश उत्सर्जन डायोड संप्रदर्शक नोड परिणाम



(आकृति)

आगे, केन्द्रीय सरकार उक्त धारा की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त डिजाइन के अनुसार और उसी सामग्री में, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 320 ग्राम/20 मिलीग्राम, 750 ग्राम/50 मिलीग्राम, 1100 ग्राम/100 मिलीग्राम, 2200 ग्राम/200 मिलीग्राम और 5500 ग्राम/500 मिलीग्राम की अधिकतम क्षमता वाले समरूप में, यथार्थता और उम्मी सिरीज के कार्यकरण वाले नोडन उपकरण भी है।

[का. सं. डक्यू. एम 21(20)/95]

राजीव श्रीवास्तव, संयुक्त सचिव

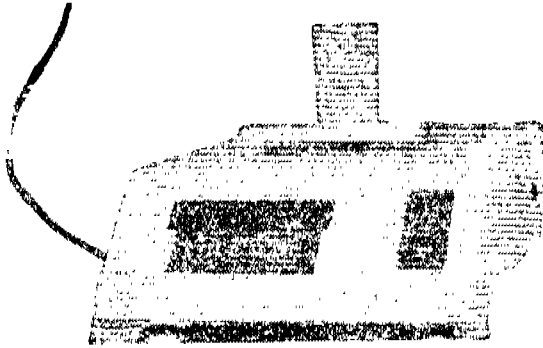
New Delhi, the 5th May, 1997

S.O. 1343.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating non-automatic table top weighing instrument of type CE series of class II High accuracy with brand name "PRINCE" (hereinafter referred to as the Model), manufactured by M/s Prince Scale Industries, Shop No 1, Near Hariom Society, Gauri Cinema Ahmedabad-382415, and which is assigned the approval mark IND/09/96/38;

The Model is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 550g and minimum capacity of 1g. The verification scale interval (e) is 50 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of size 90×80 millimetre. The LED display indicates the

weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 320g/20mg, 750g/50mg, 1100g/100mg, 2200g/200mg and 5500g/500mg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[File No WM 21(20)/95]  
RAJIV SRIVASTAVA, Jt. Secy.

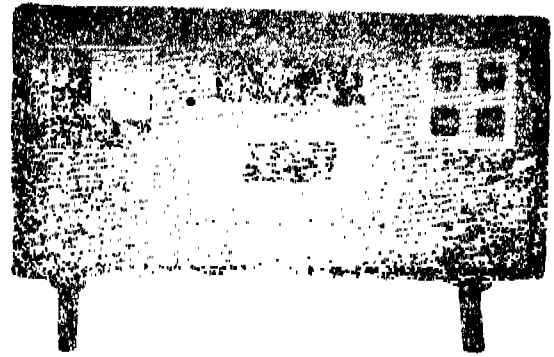
नई दिल्ली, 5 मई, 1997

का.आ. 1344.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसमें प्रस्तुत की गई रिपोर्ट। (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम 1976 (1976 का 60) और बाट और माप मानक (माडल अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्यम यथार्थता वर्ग III की सी के टी 560 सिरीज टाइप के “वेइस” ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित यांत्रिक तुला चौकी को अंकीय संप्रदर्श वाले उपकरणों से रूपांतरण करने के लिए रूपांतरण किट के माडल का (जिसमें इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स वेइस इलेक्ट्रॉनिक एण्ड इंडस्ट्रियल सर्विसेज प्राइवेट लिमिटेड 334, चैनोय ट्रेड सेंटर, पार्कलैन्, सेकन्दराबाद-500003 द्वारा किया गया है और जिसमें अनुमोदन चिह्न आई०एम० डी०/0996/56 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अधिकतम क्षमता 20000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है। सत्यापन मापमान अन्तर (ई) 5 किलोग्राम है। इसमें

एक सेमि स्वचालित टेयर युक्ति है। भारग्राही आयातकार संकषण का है जिसका आधार  $3 \times 9$  मीटर है। 12 मिलीमीटर 6 खंड प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिमाण उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आगे, केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त डिजाइन के अनुसार और उसी सामग्री से, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 5 टन/1 या 2 किलोग्राम, 10 टन/2 या 5 किलोग्राम, 15 टन/5 या 10 किलोग्राम, 20 टन/5 या 10 किलोग्राम, 25 टन/5 या 10 किलोग्राम, 30 टन/5 या 10 या 20 किलोग्राम, 40 टन/10 या 20 किलोग्राम, 50 टन/10 या 20 किलोग्राम, 60 टन/10 या 20 किलोग्राम 80 टन/20 किलोग्राम और 100 टन/20 या 50 या 100 किलोग्राम की अधिकतम क्षमता वाले समस्त मेक, यथार्थता और उमी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा० सं० डब्ल्यू०एम० 21(40)/95]

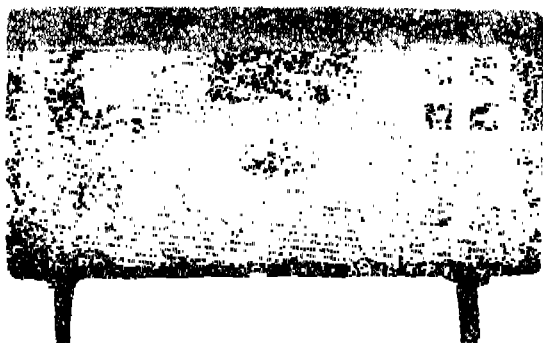
राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 5th May, 1997

S.O. 1344.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model (see figure given below) described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic conversion kit for converting mechanical weighbridges into instruments with digital display of type CKT 560 series, of class III accuracy, (Medium accuracy) with brand name “WEIS” (hereinafter called the Model), manufactured by M/s. Weis Electronics & Industrial Services Pvt. Ltd, 334, Chenoy Trade Centre, Parklane, Secundrabad-500 003, and which is assigned the approval mark IND/09/96/56;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 20000kg and minimum capacity of 100kg. The verification scale interval (e) is 5 kg. It has a semi-automatic tare device. The load receptor is of rectangular section of size 3×9 metre. The 12 millimetre, 6 segment LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5t/1 or 2kg, 10t/2 or 5kg, 15t/5 or 10kg, 20t/5 or 10kg, 25kg/5 or 10kg, 30t/5 or 10 or 20kg, 40t/10 or 20kg, 50t/10 or 20kg, 60t/10 or 20kg, 80t/20kg and 100t/20 or 50 or 100kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No WM 21(40)/95]  
RAJIV SRIVASTAVA, Jt. Secy.

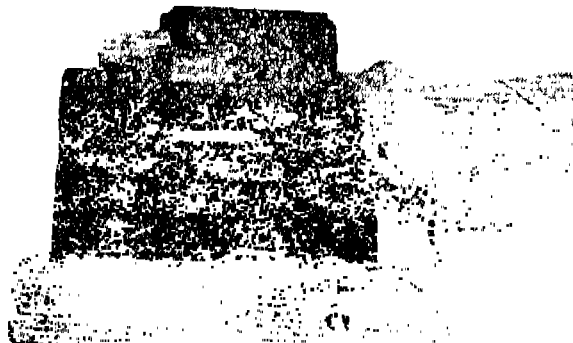
नई दिल्ली, 5 मई, 1997

का०आ० 1345 :—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत कि गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता वर्ग III की एस आई सी सिरीज टाइप के "सनई" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित तुलाकोठी के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैमर्स मनमूर्ति इलेक्ट्रॉनिक्स प्राइवेट लिमिटेड, 89, भवानी पेट घासेटी पूल, पुणे-411042 द्वारा किया गया है, और जिसे अनुमोदन चिह्न आई०एन०डी०89/96/69 समनुदिष्ट किया गया है अनुमोदन प्रमाणपत्र प्रकाशित करती है ।

माडल (आकृति देखिए) एक मध्यम यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अधिकतम क्षमता 30000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है । सत्यापन मापमान अन्तर (ई) 5 किलोग्राम है । इसमें

एक टैयर युक्ति है जिसका व्यकलन नग्नक प्रतिशत प्रभाव 100 प्रतिशत है । भारग्राही आयातकार सैक्शन का है जिसका आकार 3×9 मीटर है । सात खंडों का प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है । यह उपकरण 230 वोल्ट 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है ।



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 5 टन/1 किलोग्राम 10 टन/5 20 टन/5 किलोग्राम किलोग्राम, 30 टन/5 किलोग्राम, 40 टन/5 किलोग्राम, 50 टन/10 किलोग्राम, 60 टन/10 किलोग्राम, 80 टन/ 20 किलोग्राम और 100 टन/20 किलोग्राम, की अधिकतम क्षमता वाले समरूप मीक, यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी है ।

[फा० सं० डब्ल्यू एम 21(43)/95]

राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 5th May, 1997

S.O. 1345.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report, (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic weighbridge of type SIC series of class III [Medium accuracy] with brand name "SANSUI" (hereinafter referred to as the Model) manufactured by M/s Sansui Electronics Pvt Ltd., 89, Bhavani peth, Ghaseti Pool, Pune-411042, and which is assigned the approval mark IND/09/96/59;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 30000kg and minimum capacity of 100kg. The verification scale interval (e) is 5 kilogram. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of rectangular section of size 3×9 metre. The seven segment LED display or sixteen character alpha numeric

display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply.



(figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5t/1kg, 10t/5kg, 20t/5kg, 30t/5kg, 40t/5kg, 50t/10kg, 60t/10kg, 80t/20kg and 100t/20kg manufactured by the same manufacturer in accordance with the same principle design and with the same materials with which, the approval Model has been manufactured.

[File No WM 21(43) 95]

RAJIV SRIVASTAVA, Jt. Secy.

### मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 9 मई, 1997

का.आ. 1346.— वास्तुकला परिषद नियमावली 1973 के नियम 14/(3) द्वारा दी गई शक्तियों के अंतर्गत निम्नलिखित प्रकाशनों के रूप में, मैं वास्तुविद अधिनियम, 1972 की धारा 3 की उपधारा (3) के खण्ड (ग) के अनुसार वास्तुकला परिषद के प्रांत सदस्यों के चुनाव के लिए नीचे लिखे उम्मीदवारों के नामों व पतों को प्रकाशित कर रहा हूँ:—

क्र.सं.	नाम	पता
1.	अम्बेरकर प्रदीप प्रभाकर	प्रधानाचार्य, वास्तुकला अकादमी, 278 शंकर घनेकर मार्ग, प्रभादेवी, मुम्बई-400025
2.	दत्ता गुरुनाथ बा.	प्रधानाचार्य, एल.एस. रहेजा वास्तुकला विद्यालय, सेंट मार्टिन रोड, बांद्रा (पं.) मुम्बई-400050
3.	लाल नेहरू	प्रधानाचार्य, सरकारी वास्तुकला विद्यालय, ईश्वर मार्ग, लखनऊ-226007
4.	गैशा अशोक कुमार	निदेशक, योजना तथा वास्तुकला विद्यालय, 4, क्लार्क-बो, आई.पी. एस्टेट नई दिल्ली-110002
5.	रावरी वेद प्रकाश	डीन, गुशांत कला तथा वास्तुकला विद्यालय, गुशांत लोक, गुडगांव (जिला)—122001



क्रमिक	नाम	पता
6.	सर्वसेना एम.बी.	निदेशक/डीन वास्तुकला अकादमी, वास्तुकला विद्यालय एवं इंटीरियर डिजाइनिंग, सेक्यूलर हाउस, 6/1, इस्टिडेशनल प्रिया, अरुणा आशफ अली मार्ग, नई दिल्ली-110029
7.	मिह्र खिलेजा	डीन, विहार कॉलेज आफ इंजीनियरिंग, पटना-800005
8.	दंगरे सतीश अनंत	प्रधानाचार्य, आई.ई. सोसायटी वास्तुकला विद्यालय, प्लॉट नं. 761, श्री कृष्णा चंद मार्ग, सामने सीलाबती अस्पताल, बांद्रा (प.), मुम्बई-400050

[सं. एफ-6/61-टी.डी. III/टी.एस-III/टी.एस-IV]

टी.के.अरी, चुनाव एवं शिक्षा अधिकारी (त.)

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 9th May, 1997

S. O. 1346.—In exercise of the powers conferred by rule 14(3) of the Council of Architecture Rules, 1973, the undersigned, as the Returning Officer hereby published the names and addresses of the candidates for election of 5 members to the Council of Architecture under clause (c) of sub-section (3) of section 3 of the Architects Act, 1972 :—

Sl. No.	Name	Address
1.	Amberkar Pradip Prabhakar	Principal Academy of Architecture 278, Shanker Ghanekar Marg Prabhadevi, Mumbai-400025
2.	Dalvi Gurunath V.	Principal L. S. Raheja School of Architecture St. Martin's Road, Bandra (W) Mumbai-400050
3.	Lal Nehru	Principal Govt. College of Architecture Tagore Marg, Lucknow-226007
4.	Maitra Aresh Kumar	Director School of Planning & Architecture 4, Block-B, I. P. Estate New Delhi-110002
5.	Raori Ved Prakash	Dean Sushant School of Art & Architecture, Sushant Lok Gurgaon (Dist.)-122001

1	2	3
6.	Saxena M. B.	Director/Dean Vastu Kala Academy, School of Architecture & Interior Designing Secular House, 9/1, Institutional Area, Aruna Asaf Ali Marg, New Delhi-110029
7.	Singh Jitendra	Dean Bihar College of Engineering Patna-800005
8.	Tungare Satish Anant	Principal I. E. Society's College of Architecture, Plot No. 791 Shri Krishnachand Marg Opp. Leelavati Hospital, Bandra (W), Mumbai-400050

[No. F. 6-61-TD. III/TS. III/TS-IV]

B. K. BHADRI, Returning Officer &amp; Education Officer (T)

# MINISTRY OF PETROLEUM AND NATURAL GAS CORRIGENDUM

New Delhi, the 9th April, 1997

S.O. 1347.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2472, dated the 24th August, 1996, published in the Gazette of India Part II, section 3, sub-section (ii), at pages 3188, issued under sub-section (I), of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the right of user in the lands specified in the Schedule appended to that notification.

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central

Government hereby amend the Schedule appended to the said notification as follows, namely :—

In the said notification at page 3188, in Village Bagodra, in column 2, for survey number "92/27" read "93/27";

Any person interested in any land in respect of which the above amendment has been issued, may within twenty one days of issue of this notification, object to the acquisition of the whole or any part of the said land or any right in or over such land in terms of sub section (1) of section 5 of the said Act;

Explanation.—In respect of the lands, survey numbers and area amended through this notification the said period of twenty one days in terms of sub-section (1) of section 5 of the said Act shall start running from the date of issue of this notification.

[File No. R-31015/19/96-OR II]  
K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का. आ. 1348 :—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस संचालन की अधिसूचना संख्या का. आ. 53, तारीख 11 जनवरी, 1997 द्वारा पश्चिमी बंगाल राज्य में हल्द्वी से बिहार राज्य में बरौती तक पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता की तारीख 1 फरवरी, 1997 को उपलब्ध करा दी गयी थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाइपलाइन बिछाने के लिए किया जाना चाहिए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है ;

यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विवरणों में मुक्त इंडियन ऑयल कारपोरेशन लिमिटेड में निहित होगा ।

## अनुसूची

पुलिस थाना : दासपुर		जिला : मिदनापुर		राज्य : पश्चिमी बंगाल	
गांव	अधिकारिता सूची संख्या	प्लॉट संख्या	क्षेत्र		
			हेक्टेयर	आर	सेटीआर
1	2	3	4	5	6
सोमोकोपोटा	237	1729	0	5	78
जोयशमचक	157	921	0	0	42
		917	0	0	57
		861	0	1	46
बेनपस	216	148	0	0	40
भागवतीपुर	211	2295	0	0	12
जोट कानु रामगढ़	212	1268	0	9	37
		645	0	6	1
		639	0	0	8
पुलिस थाना : पंसकुरा		जिला—मिदनापुर		राज्य : पश्चिमी बंगाल	
रामचन्द्रपुर	250	609	0	3	50

[संख्या आर-31015/17/96-ओ. आर.-I]

के. सी. कटोच, अवर सचिव

New Delhi, the 14th May, 1997

S.O. 1348.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 53, dated the 11th January, 1997, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 1st day of February, 1997;

And whereas, the Competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired ;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government vest, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Police Station : Daspur		District : Midnapur		State : West Bengal		
Village	Jurisdiction List No.	Plot No.	Area			
			Hectares	Ares	Centiares	
1	2	3	4	5	6	
Gomokpota	237	1729	0	5	78	
Joytamchak	157	921	0	0	42	
		917	0	0	57	
		861	0	1	46	
Chainpat	216	148	0	0	40	
Bhagabatipur	211	2295	0	0	12	
Jot Kanuramgarh	212	1268	0	9	37	
		645	0	6	1	
		639	0	0	8	
Police Station : Panskura		District : Midnapur		State : West Bengal		
Ramchandrapur	250	609	0	3	50	

[No. R-31015/17/96-OR-I]  
K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का. आ. 1349.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2989, तारीख 26 अक्टूबर, 1996 द्वारा, पश्चिमी बंगाल राज्य में हल्दिया में बिहार राज्य में वरीसी तक पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 16 दिसम्बर, 1996 को उपलब्ध कर दी गयी थीं।

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अन्वय में संलग्न प्राधिकारों में केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत करदी है।

और, केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो चुका है कि उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाइपलाइन बिछाने के लिए किया जाना चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जन किया जाता है।

और, यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निवेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विस्तारों में मुक्त इंडियन ऑयल कारपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

पुलिस थाना	आरामबाग	जिला : हुगली	राज्य : पश्चिमी बंगाल		
गणित	अधिकारिता सूची संख्या	प्लॉट सं.	क्षेत्र		
			हेक्टेयर	आर	सेंटीआर
1	2	3	4	5	6
हरादित्या	134	1944	0	0	22
		1945	0	0	64
		1946	0	0	2
		1943	0	1	1
		1942	0	1	5
		1970	0	0	85
		1973	0	0	2
		2207	0	0	49
		1915	0	0	16
		1914	0	0	2
		1912	0	0	24
		1911	0	0	28
		1910	0	0	24
		1916	0	0	4
		1917	0	0	4
		1909	0	0	89
		1918	0	0	8
		1919	0	0	8
		1922	0	0	20
		1923	0	0	16
		1924	0	0	2
		1908	0	0	36
		1907	0	0	16
		1854	0	0	52
		1855	0	1	5
		1861	0	1	45
		1846	0	0	26
		1862	0	0	18
		1814	0	0	36
		1815	0	0	76
		1666	0	1	1
		1586	0	0	2
		1584	0	0	4
		1585	0	0	56
		1573	0	0	12
		1574	0	0	32
		1577	0	0	36
		1575	0	0	12

1	2	3	4	5	6
		1576	0	0	12
		1551	0	0	1
		1550	0	0	1
		1549	0	0	2
		1548	0	0	24
		1547	0	0	20
		1546	0	0	6
		1545	0	0	4
		1537	0	0	2
		1536	0	1	13
		1509	0	0	4
		1513	0	0	1
		1514	0	0	20
		1517	0	0	4
वक्षिण रसूलपुर	132	1831	0	0	97
		1830	0	0	12
		1834	0	0	2
		1864	0	1	13

[संख्या आर-31015/12/96-प्रो. आर.—I]

के. सी. कटोच, प्रवर सचिव

New Delhi, the 14th May, 1997

S.O.1349.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2989, dated the 26th October, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 16th day of December 1996;

And whereas, the competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government vest, in the Indian Oil Corporation Limited free from all encumbrances,

## SCHEDULE

Police Station : Arambagh		District : Hooghly		State : West Bengal	
Village	Jurisdiction List No.	Plot No.	Area		
			Hectares	Ares	Centiares
1	2	3	4	5	6
Haraditya	134	1944	0	0	22
		1945	0	0	64
		1946	0	0	2
		1943	0	1	1
		1942	0	1	5
		1970	0	0	85
		1973	0	0	2
		2207	0	0	49
		1915	0	0	16
		1914	0	0	2
		1912	0	0	24
		1911	0	0	28
		1910	0	0	24
		1916	0	0	4
		1917	0	0	4
		1909	0	0	89
		1918	0	0	8
		1919	0	0	8
		1922	0	0	20
		1923	0	0	16
		1924	0	0	2
		1908	0	0	36
		1907	0	0	16
		1854	0	0	52
		1855	0	1	5
		1861	0	1	45
		1846	0	0	26
		1862	0	0	18
		1814	0	0	36
		1815	0	0	76
		1666	0	1	1
		1586	0	0	2
		1584	0	0	4
		1585	0	0	56
		1573	0	0	12
		1574	0	0	32
		1577	0	0	36
		1575	0	0	12
		1576	0	0	12
		1551	0	0	1
		1550	0	0	1
		1549	0	0	2
		1548	0	0	24
		1547	0	0	20
		1546	0	0	6
		1545	0	0	4
		1537	0	0	2

1	2	3	4	5	6
		1536	0	1	13
		1509	0	0	4
		1513	0	0	1
		1514	0	0	20
		1517	0	0	4
Dakshin Rashulpur	132	1831	0	0	97
		1830	0	0	12
		1834	0	0	2
		1864	0	1	13

[No. R-31015/12/96-OR-I]  
K.C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का.आ.-1350.—केन्द्रीय सरकार, ने, पैट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2982 तारीख 26 अक्टूबर, 1996, द्वारा पैट्रोलियम के परिवहन के लिये पाईपलाईन बिछाने के प्रयोजनार्थ उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 18 नवम्बर 1996 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाये;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगमों से मुक्त इंडियन आयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

ग्रंचल : सोकामा	जिला : पटना	राज्य : बिहार			
गांव	धाना संख्या	प्लॉट संख्या	क्षेत्रफल		
			हैक्टेयर	एयर	सेन्टीएयर
1	2	3	4	5	6
कसहा	10	634	0	00	40
		635	0	00	81
		636	0	02	02
		637	0	02	43
		639	0	09	71
		640	0	02	43
		641	0	02	83
		642	0	02	43
		643	0	02	83
		644	0	03	64
		645	0	00	40
		647	0	03	64
		648	0	04	05
		649	0	03	24
		652	0	04	45
		656	0	05	67
		662	0	03	24
		663	0	00	40

[संख्या आर-31015/8/96-ओ.आर.-I]

के.सी. कटोच, अवर सचिव



New Delhi the 14th May, 1997

S.O. 1350.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2982 dated the 26th October, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipelines for the transport of crude from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 18th November, 1996;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in lands for laying pipelines specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by the sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs the right of user in the said lands for laying pipelines shall instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited, free from all encumbrances.

## SCHEDULE

Anchal : Mokama			District : Patna		State : Bihar	
			Area			
Village	Thana No.	Plot No.	Hectares	Ares	Centiares	
1	2	3	4	5	6	
Kasaha	10	634	0	00	40	
		635	0	00	81	
		636	0	02	02	
		637	0	02	43	
		639	0	09	71	
		640	0	02	43	
		641	0	02	83	
		642	0	02	43	
		643	0	02	83	
		644	0	03	64	
		645	0	00	40	
		647	0	03	64	
		648	0	04	05	
		649	0	03	24	
		652	0	04	45	
		656	0	05	67	
		662	0	03	24	
		663	0	00	40	

[No. R-31015/8/96-OR-1]

K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का०आ० 1351:—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 1992 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहाँ गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ० 2981 तारीख 26 अक्टूबर, 1996, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 18 नवम्बर, 1996 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगों से मुक्त इंडियन ग्रॉयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

अंचल : बरौनी		जिला : बेगूसराय		राज्य : बिहार	
गांव	थाना संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	सेन्टीएयर
1	2	3	4	5	6
रूपसपुर	553	475	00	11	74
		476	0	06	07
		477	0	00	40
		478	0	08	90
		479	0	01	62
		493	0	32	38
		498	0	01	62
		505	0	01	62
		506	0	01	62
		अलमोच क	556	24	0
12	0			08	48
11	0			05	26
10	0			02	02
दौलतपुर	555	119	0	05	26
		118	0	05	67
		117	0	04	45

1	2	3	4	5	6
		116	0	08	90
		111	0	06	48
		110	0	02	83
		109	0	03	24
		108	0	02	83
		107	0	14	57
		96	0	07	28
		94	0	23	47
		81	0	06	48
		80	0	18	62
		73	0	06	48
		66	0	06	88
		68	0	03	24
		69	0	10	12
		55	0	03	64
		52	0	02	83
		47	0	01	62
		46	0	02	83
		43	0	02	43
		42	0	02	02
		41	0	02	02
		39	0	00	40
भमोर	548	603	0	04	05
		605	0	01	62
		604/618	0	00	81
		606	0	07	28
		607	0	05	67
		608	0	04	45
		590	0	24	28
		564	0	06	88
		566	0	16	19
		567	0	08	09
		568	0	04	05
		560	0	16	59
		551	0	04	86
		552	0	04	86
		549	0	07	28
		548	0	11	33
		553	0	00	81
		554	0	00	40
भमोर		555	0	04	05
		540	0	03	24
		532	0	00	40
		533	0	04	45
		534/620	0	05	67

1	2	3	4	5	6
ममौर—जारी		534	0	01	62
		535	0	07	28
		536	0	02	83
		537	0	00	40
		520	0	05	26
		519	0	04	05
		512	0	00	81
		511	0	01	21
		445	0	00	81
		446	0	08	09
		507	0	04	85
		506	0	04	45
		505	0	02	02
		504	0	03	64
		503	0	00	40
		456	0	00	40
		457	0	00	40
		476	0	07	28
		474	0	00	40
		471	0	12	14
		477	0	00	40
		664	0	00	40
		477/619	0	01	21
मलहपुर	503	884	0	06	07
		885	0	00	81
		888	0	27	92
		890	0	59	90
		890	2	81	27
		891	1	36	79
		891	2	92	60
		882	0	03	64
		881	0	02	83
		880	0	02	02
		879	0	02	83
		878	0	01	62
		876	0	04	45
		875	0	04	05
		873	0	02	83
		872	0	02	43
		870	0	08	50
		869	0	02	43
		868	0	01	62
		867	0	00	40

1	2	3	4	5	6
अंचल : मदिहानी	ज़िला : बेगुमराय		राज्य : बिहार		
गमदीरी	418	587	0	02	02
		555	0	02	43
		551	0	04	45
		552	0	01	21
		556	0	00	40
		553	0	03	24
		546	0	12	55
		586	0	02	02
		550	0	00	40
	420	2	0	02	43
		6	0	11	33
		7	0	04	86
		10	0	05	26
		11	0	01	62
		13	0	05	26
	423	443	0	03	24
		454	0	04	45
		455	0	02	43
		456	0	02	02
		442	0	06	48
		436	0	06	48
		435	0	06	07
		434	0	04	05
		433	0	03	24
		432	0	03	64
		431	0	05	26
		429	0	02	83
		428	0	02	83
		427	0	02	43
		421	0	19	02
		422	0	05	26
		423	0	10	12
		414	0	08	90
		413	0	00	81
		415	0	04	05
		416	0	04	45
		403	0	01	62
		399	0	05	26
		398	0	05	67
		397	0	04	86
		395	0	06	07
		391	0	00	40
		390	0	04	05
		978	0	04	86

1	2	3	4	5	6
रागदीरी—जारी		977	0	14	16
		989	0	06	07
		990	0	01	62
		988	0	00	40
		1072	0	00	40
		1071	0	06	88
		1078	0	00	81
		1070	0	09	31
		1069	0	05	26
		1068	0	05	26
		1067	0	03	64
		1066	0	04	86
		1065	0	16	19
		1063	0	00	81
		1060	0	00	40
		1093	0	05	67
		1095	0	16	19
		1115	0	01	21
		1114	0	04	86
		1113	0	08	50
		1112	0	04	45
		1127	0	04	45
		1129	0	03	64
		1132	0	04	05
		1131	0	05	67
		1142	0	04	45
		1143	0	03	64
		1144	0	08	09
		1145	0	04	86
		1146	0	04	05
		1157	0	06	07
		1156	0	01	62
		1155	0	04	05
		1154	0	01	62
		1153	0	00	40
		1306	0	03	64
		1307	0	02	83
		1308	0	03	64
		1309	0	11	74
		1312	0	16	19
		1388	0	05	67
		1389	0	08	09
		1390	0	07	69

1	2	3	4	5	6
रागदीरी—जारी		1391	0	05	67
		1393	0	02	83
		1394	0	05	26

[संख्या आर-31015/8/96-जो आर-1].

के.सी. कटोच, अवर सचिव

New Delhi, the 14th May, 1997

S.O. 1351...—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2981 dated the 26th October, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipelines for the transport of crude from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 18th November, 1996;

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in lands for laying pipelines specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by the sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs the right of user in the said lands for laying pipelines shall instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Anchal : Barauni		District : Bogusarai		State : Bihar		
				Area		
Village	Thana No.	Plot No.	Hectares	Ares	Centiares	
1	2	3	4	5	6	
Rupshpur	553	475	0	11	74	
		476	0	06	07	
		477	0	00	40	
		478	0	08	90	
		479	0	01	62	
		493	0	32	38	
		498	0	01	62	
		505	0	01	62	
		506	0	01	62	
Almochak	556	24		15	38	
		12		00	48	
		11	0	05	26	
		10	0	02	12	

1	2	3	4	5	6
Daulatpur	555	119	0	05	26
		118	0	05	67
		117	0	04	45
		116	0	08	90
		111	0	06	48
		110	0	02	83
		109	0	03	24
		108	0	02	83
		107	0	14	57
		96	0	07	28
		94	0	23	47
		81	0	06	48
		80	0	18	62
		73	0	06	48
		66	0	06	88
		68	0	03	24
		69	0	10	12
		55	0	03	64
		52	0	02	83
		47	0	01	62
		46	0	02	83
		43	0	02	43
		42	0	02	02
		41	0	02	02
		39	0	00	40
Bahbhor	548	603	0	04	05
		605	0	01	62
		604/618	0	00	81
		606	0	07	28
		607	0	05	67
		608	0	04	45
		590	0	24	28
		564	0	06	88
		566	0	16	19
		567	0	08	09
		568	0	04	05
		560	0	16	59
		551	0	04	86
		552	0	04	86
		549	0	07	28
		548	0	11	33
		553	0	00	81
		554	0	00	40
		555	0	04	05
		540	0	03	24
		532	0	00	40
		533	0	04	45
		534/620	0	05	67
		534	0	01	62
		535	0	07	28
		536	0	02	83
		537	0	00	40
		520	0	05	26



1	2	3	4	5	6		
Bahbhor (Contd.)		519	0	04	05		
		512	0	00	81		
		511	0	01	21		
		445	0	00	81		
		446	0	08	09		
		507	0	04	05		
		506	0	04	45		
		505	0	02	02		
		504	0	03	64		
		503	0	00	40		
		456	0	00	40		
		457	0	00	40		
		476	0	07	28		
		474	0	00	40		
		471	0	12	14		
		477	0	00	40		
		664	0	00	40		
		477/619	0	01	21		
Malhipur	503	884	0	06	07		
		885	0	00	81		
		888	0	27	92		
		890	0	59	90		
		890	2	81	27		
		891	1	36	79		
		891	2	92	60		
		882	0	03	64		
		881	0	02	83		
		880	0	02	02		
		879	0	02	83		
		878	0	01	62		
		876	0	04	45		
		875	0	04	05		
		873	0	02	83		
		872	0	02	43		
		870	0	08	50		
		869	0	02	43		
		868	0	01	62		
		867	0	00	40		
		Anchal : Matihani		District : Begusarai		State Bihar	
				A r e a			
Village	Thana No.	Plot. No.	Hectares	Ares	Centiares		
1	2	3	4	5	6		
Ramdiri	418	587	0	02	02		
		555	0	02	43		
		551	0	04	45		
		552	0	01	21		
		556	0	00	40		
		553	0	03	24		
		546	0	12	55		
		586	0	02	02		
		550	0	00	40		
	420	2	0	02	43		
		6	0	11	33		
		7	0	04	86		
		10	0	05	26		
		11	0	01	62		
		13	0	05	26		

1	2	3	4	5	6
Ramdiri	423	443	0	03	24
		454	0	04	45
		455	0	02	43
		456	0	02	02
		442	0	06	48
		436	0	06	48
		435	0	06	07
		434	0	04	05
		433	0	03	24
		432	0	03	64
		431	0	05	26
		429	0	02	83
		428	0	02	83
		427	0	02	43
		421	0	19	02
		422	0	05	26
		423	0	10	12
		414	0	08	90
		413	0	00	81
		415	0	04	05
		416	0	04	45
		403	0	01	62
		399	0	05	26
		398	0	05	67
		397	0	04	86
		395	0	06	07
		391	0	00	40
		390	0	04	05
		978	0	04	86
		977	0	14	16
		989	0	06	07
		990	0	01	62
		988	0	00	40
		1072	0	00	40
		1071	0	06	88
		1078	0	00	81
		1070	0	09	31
		1069	0	05	26
		1068	0	05	26
		1067	0	03	64
		1066	0	04	86
		1065	0	16	19
		1063	0	00	81
		1060	0	00	40
		1093	0	05	67
		1095	0	16	19
		1115	0	01	21
		1114	0	04	86
		1113	0	08	50
		1112	0	04	45
		1127	0	04	45
		1129	0	03	64
		1132	0	04	05
		1131	0	05	67

1	2	3	4	5	6
M					
		1142	0	04	45
		1143	0	03	64
		1144	0	08	09
		1145	0	04	86
		1146	0	04	05
		1157	0	06	07
		1156	0	01	62
		1155	0	04	05
		1154	0	01	62
		1153	0	00	40
		1306	0	03	64
		1307	0	02	83
		1308	0	03	64
		1309	0	11	74
		1312	0	16	19
		1388	0	05	67
		1389	0	08	09
		1390	0	07	69
		1391	0	05	67
		1393	0	02	83
		1394	0	05	26

[No. R-31015/8/96-OR-I]

K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का.आ.1352.--केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस संचालन की अधिसूचना संख्या का.आ. 3238, तारीख 23 नवम्बर, 1996 द्वारा, पश्चिमी बंगाल राज्य में हल्दिया से बिहार राज्य में बगौना तक पेट्रोलियम के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 02 जनवरी, 1997 को उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है।

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाइपलाइन बिछाने के लिये किया जाना चाहिये।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है।

और, यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी वित्तियनों से मुक्त इंडियन ऑयल कारपोरेशन लिमिटेड में निहित होगा।

## अनुसूची

पुलिस थाना : दासपुर		जिला : मिदनापुर	राज्य : पश्चिमी बंगाल		
गांव	अधिकारिता सूची संख्या	प्लॉट संख्या	क्षेत्र		
			हेक्टेयर	आर	सेंटीआर
1	2	3	4	5	6
चैनपत	216	12593	0	0	8
जोट-कानुरामगढ़	212	640	0	1	78

[संख्या आर-31015/15/96-ओ.आर.-I]

के. सी. कटोच, अवर सचिव

New Delhi, the 14th May, 1997

S.O.1352.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 3238, dated the 23rd November, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 2nd day of January, 1997;

And whereas, the Competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Police Station : Daspur		District : Midnapur		State : West Bengal	
Village	Jurisdiction List No.	Plot No.	Area		
			Hectares	Ares	Centiares
1	2	3	4	5	6
Chainpat	216	12593	0	0	8
Jot Kanuramgarh	212	640	0	1	78

[No. R-31015/15/96-OR-I]

K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का.आ. 1353.—केन्द्रीय सरकार, ने पेट्रोलियम और प्राकृतिक गैस पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2985, तारीख 26 अक्टूबर, 1996 द्वारा पश्चिमी बंगाल राज्य में हार्दिया में निहाल राज्य में दूरबी तक पेट्रोलियम के परिवहन के लिये पाईपलाइन बिछाने के प्रयोजन हेतु उन अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के लिये अने अस्सा की योजना को दो;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 9 दिसम्बर, 1996 को उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुवर्णन में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग के अधिकार का अर्जन पाईपलाइन बिछाने के लिये किया जाता चाहिये;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जन किया जाता है;

और, यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उपर भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के अन्तर्गत सभी विस्तारों में पुनः हंडियन आयल कारपोरेशन लिमिटेड में निहित होगा।

आनुबन्धी

पुनिय थाना : दासपुर		जिला : मिर्जापुर		राज्य : पश्चिमी बंगाल	
गांव	अधिकारिता सूची संख्या	प्लॉट संख्या	क्षेत्र		
			हेक्टेयर	आर	सेंटीआर
1	2	3	4	5	6
जोधरामचक	157	2976	0	6	84
		2982	0	1	95
		2983	0	0	60
		2990	0	6	59
		2988	0	1	22
		2989	0	0	24

[संख्या आ.आ.-31015/11/96-ओ.आर.-I]

के.सी. कटोव, अवर सचिव

New Delhi, the 14th May, 1997

S.O.1353.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2985, dated the 26th October, 1996 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas the copies of the said notification were made available to the public on the 9th day of December, 1996;

And whereas, the Competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government:

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest in the Indian Oil Corporation Limited free from all encumbrances.

#### SCHEDULE

Police Station : Daspur		District : Midnapur		State : West Bengal		
Village	Jurisdiction List No.	Plot No.	Area			
			Hectares	Ares	Centiares	
1	2	3	4	5	6	
Joyramchoak	157	2976	0	6	84	
		2982	0	1	95	
		2983	0	0	60	
		2990	0	6	59	
		2988	0	1	22	
		2989	0	0	24	

[No. R-31015/11/96-OR-I]  
K. C. KATOCH, Under Secy.

नई दिल्ली, 14 मई, 1997

का.आ. 1354. —केन्द्रीय सरकार, ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2469, तारीख 24 अगस्त, 1996 द्वारा, पश्चिमी बंगाल राज्य में हल्दिया से बिहार राज्य में बरौनी तक पेट्रोलियम के परिवहन के लिये पाईपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आग्रह की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 10 अक्टूबर, 1996 को उपलब्ध करा दी गई थी

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाईपलाइन बिछाने के लिये किया जाना चाहिये;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है।

और, यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विलिंगमों से मुक्त इंडियन आयल कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची					
पुलिस थाना : खनकल	जिला : हुगली	राज्य : पश्चिमी बंगाल			
गांव	अधिकारिता सूची संख्या	प्लॉट संख्या	क्षेत्र		
			हेक्टेयर	आर	सेंटीआर
1	2	3	4	5	6
घोरदाहा	57	2275	0	6	29
रामनगर	42	609	0	0	59
		226	0	0	41
		223	0	11	58
		218	0	5	56
पुलिस थाना : आरामबाग	जिला : हुगली	राज्य : पश्चिमी बंगाल			
कासीगोरे	72	287	0	0	1
वालिया	73	649	0	2	54

[संख्या आर-31015/4/97-ओ.आर.-I]

के.सी. कटोच, अवर सचिव

New Delhi, the 14th May, 1997

S. O. 1354.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2469, dated the 24th August, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 10th day of October, 1996;

And whereas, the Competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited free from all encumbrances.

## SCHEDULE

Police Station : Khanakul		District: Hooghly		State : West Bengal		
Village	Jurisdiction List No.	Plot No.	Area			
			Hectare	Are	Centiare	
1	2	3	4	5	6	
Ghoradaha	57	2275	0	6	29	
Ramnagar	42	609	0	0	59	
		226	0	0	41	
		223	0	11	58	
		218	0	5	56	
Police Station : Arambagh		District—Hooghly		State : West Bengal		
Kasigore	72	287	0	0	1	
Valia	73	649	0	2	54	

[No. R-31015/4/97-OR-I]

नई दिल्ली, 14 मई, 1997

का.प्र. 1355. —केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई आर्य समाज के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.प्र. 588, तारीख 02 मार्च, 1996 द्वारा, पश्चिमी बंगाल राज्य में छत्तीस में बिहार राज्य में बरौनी तक पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आग्रह की घोषणा की थी।

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 16 दिसम्बर, 1996 को उपलब्ध करा दी गई थी ;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन पाइपलाइन बिछाने के लिए किया जाना चाहिए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है ;

और, यह भी कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करत हुए, यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के अलावा सभी विनियमों में सुबह इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

पुलिस थाना : आरामबाग		जिला : हुगली	राज्य : पश्चिमी बंगाल		
गांव	अधिकारिता सूची संख्या	प्लॉट सं.	क्षेत्र		
			हेक्टेयर	आरे	सेटीमर
1	2	3	4	5	6
हरादिया	134	1516	0	0	1
		1518	0	1	82
		1519	0	1	88
		1521	0	1	60
		1524	0	0	82
		1520	0	4	9
		1536	0	0	1
		1535	0	0	42
		1534	0	1	23
		1527	0	4	5
		1528	0	0	1
		1529	0	2	2
		1533	0	4	6
		1530	0	3	60
		1531	0	2	7
		1532	0	2	81
		543	0	2	2
		542	0	6	11



1	2	3	4	5	6
दक्षिण रसूलपुर	132	299	0	7	24
		298	0	0	1
		198	0	7	90
		201	0	1	88
		194	0	4	38
		202	0	4	47
		205	0	4	10
		206	0	3	70
		207	0	1	94
		209	0	1	82
		208	5	2	83
		101	0	3	11
		210	0	0	1
		100	0	6	67
		61	0	0	1
		62	0	4	4
		63	0	0	84
		60	0	12	25
		59	0	4	50
		58	0	1	18
		57	0	4	17
		56	0	0	83
		55	0	0	81
		54	0	1	21
		53	0	0	80
		52	0	0	81
		36	0	0	53
		35	0	0	89
		37	0	5	13
		33	0	0	1
		31	0	1	95
		32	0	3	52
		15	0	4	50
		16	0	7	51
		19	0	4	15
		17	0	4	45
		18	0	0	65
		3	0	3	12
		2	5	1	94
		1	0	3	11

New Delhi, the 14th May, 1997

S.O. 1355.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 588 dated the 2nd March, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of petroleum from Haldia in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 16th day of December, 1996;

And whereas, the Competent Authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired:

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, in the Indian Oils Corporation Limited free from all encumbrances.

## SCHEDULE

Police Station : Arambagh		District: Hooghly		State : West Bengal	
Village	Jurisdiction No.	List Plot No.	Area		
			Hectares	Ares	Centiares
1	2	3	4	5	6
Haraditya	134	1516	0	0	1
		1518	0	1	82
		1519	0	1	88
		1521	0	1	60
		1524	0	0	82
		1520	0	4	9
		1536	0	0	1
		1535	0	0	42
		1534	0	1	23
		1527	0	4	5
		1528	0	0	1
		1529	0	2	2
		1533	0	4	6
		1530	0	3	60
		1531	0	2	7
		1532	0	2	81
		543	0	2	2
		542	0	6	11
Dakshin Rashulpur	132	299	0	7	24
		298	0	0	1
		198	0	7	90
		201	0	1	88
		194	0	4	38

1	2	3	4	5	6
		202	0	4	47
		205	0	4	10
		206	0	3	70
		207	0	1	94
		209	0	1	82
		208	0	2	83
		101	0	3	11
		210	0	0	1
		100	0	6	67
		61	0	0	1
		62	0	4	4
		63	0	0	84
		60	0	12	25
		59	0	4	50
		58	0	1	18
		57	0	4	17
		56	0	0	83
		55	0	0	81
		54	0	1	21
		53	0	0	80
		52	0	0	81
		36	0	0	53
		35	0	0	89
		37	0	5	13
		33	0	0	1
		31	0	1	95
		32	0	3	52
		15	0	4	50
		16	0	7	51
		19	0	4	15
		17	0	4	45
		18	0	0	65
		3	0	3	12
		2	0	1	94
		1	0	3	11

[No. R 31015/4/97-OR-I]  
K. C. KATOCH, Under Secy.

सूचना और प्रसारण मंत्रालय

शुद्धिपत्र

नई दिल्ली, 8 अप्रैल, 1997

का.आ. 1356:—केन्द्रीय फिल्म प्रमाणन बोर्ड के बंगलूर सलाहकार पैनल के सदस्यों की नियुक्ति के बारे में इस मंत्रालय की दिनांक 19-3-96 की समसंख्यक अधिसूचना के पैरा-1 में “चलचित्र (प्रमाणन) नियमावली, 1983” नामक शब्दों तथा आंकड़ों के बाद ये शब्द जोड़े जाएं:— और इस विषय पर सभी पूर्व अधिसूचनाओं के अतिरिक्त में”।

[फा.सं. 809/11/-93 एफ. (सी.)]  
आई. पी. मिश्रा, डेस्क अधिकारी

MINISTRY OF INFORMATION AND BROADCASTING

CORRIGENDUM

New Delhi, the 8th April, 1997

S.O. 1356.—In this Ministry's notification of even number dated 19-3-96 regarding appointment of members of the Bangalore advisory panel of the Central Board of Film Certification, in para. 1, after the words and figures “the Cinematograph (Certification) Rules, 1983”, the words “and in supersession of all earlier notification on the subject” shall be inserted.

[File No. 809/11/93-F(C)]  
I. P. MISHRA, Desk Officer

नई दिल्ली, 23 अप्रैल, 1997

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 53/95

PRESENT:

Shri R. S. Mishra, Presiding Officer.

PARTIES:

Employers in relation to the management of Kalipahari  
(B) Colliery of M/s. E. C. Ltd.

AND

Their Workmen.

APPEARANCES:

For the Employer—None.

For the Workman—None.

INDUSTRY: Coal.

STATE: West Bengal.

Dated, the 2nd April, 1997

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/98/95-IR(C.II) dated 27-9-95:

"Whether the action of the management in placing Shri Suraj Nath Rajbhar, Multi Job Worker of mid point of Category V in initial of Category V as Driller and thereby causing loss of wages is justified. If not, what relief the workman is entitled to?"

2. No response from the side of the union for ex-party hearing, for which purpose, the reference is fixed to today. There is also no other step.

3. Hence No Dispute Award is passed.

R. S. MISHRA, Presiding Officer

श्रम मंत्रालय

नई दिल्ली, 23 अप्रैल, 1997

का. आ. 1537.—चलचित्रिकी (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्रिकी अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस मंत्रालय की दिनांक 14-7-95 और 29-8-95 की अधिसूचना संख्या 809/3/93-एफ(सी) तथा दिनांक 11-4-97 की समसंख्यक अधिसूचना के अन्तर्गत में, केन्द्रीय सरकार श्री वाल्लै नारायण रेड्डी, मकान नं. 16-9-640/1, ओल्ड मलकपेट, हैदराबाद-500036 तथा श्रीमती डी. ब्रह्मरामबा, मकान नं. 11-11-102/2, आर. के. पुरम, सरोर नगर, हैदराबाद को दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, के लिए केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्यों के रूप में तत्काल प्रभाव से नियुक्त करती है।

[फा. संख्या 809/2/96-एफ. (सी. )]

आई पी मिश्रा, डेस्क अधिकारी

New Delhi, the 23rd April, 1997

S.O. 1357.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and in continuation of this Ministry's notifications No. 809/3/93-F(C) dated 14-7-95 and 29-8-95 and notification of even number dated 11-4-97, the Central Government is pleased to appoint Shri Valle Narayan Reddy, House No. 16-9-640/1, Old Malakpet, Hyderabad-500 036 and Smt. D. Bhramaramba, House No. 11-11-102/2, R. K. Puram, Saroor Nagar, Hyderabad as members of the Hyderabad advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[File No. 809/2/96-F(C)]

I. P. MISHRA, Desk Officer

श्रम मंत्रालय

नई दिल्ली, 23 अप्रैल, 1997

का. आ. 1358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसंसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-97 को प्राप्त हुआ था।

[संख्या एल.-22012/98/95-आई आर (सी -II)]

बी. एम. डेविड, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 23rd April, 1997

S.O. 1358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of E. C. Ltd. and their workman, which was received by the Central Government on 17-4-97.

[No. L-22012/98/95-IR (C-II)]

B. M. DAVID, Desk Officer

नई दिल्ली, 23 अप्रैल, 1997

का. आ. 1359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी आई एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, असम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-97 को प्राप्त हुआ था।

[सं. एल.-19012/58/78-डी IV(बी) खण्ड-II]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd April, 1997

S.O. 1359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Assam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. C.I.L. and their workman, which was received by the Central Government on 22-4-97.

[No. L-19012/58/78-D.IV(B)Vol.II]

B. M. DAVID, Desk Officer

## ANNEXURE

## IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Ref. No. 4 (C) of 1989

## PRESENT:

Shri J. C. Kalita, B.A. (Hons.), LL.B., Presiding Officer,  
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :  
The Management of Coal India Ltd.,  
North Eastern Coalfields, Margherita.

Versus

Their workman Sri Sushil Borkotoki,  
Rent Collector, Coal India Ltd.

## AWARD

This case arising out of the Government notification No. I-19612(58)78-D.IV.B/Vol.II dated 3-1-89 related to the dispute indicated in the schedule below :

"Whether the action of the Management of General Manager, Coal India Ltd., North Eastern Coalfields, Margherita in dismissing Sri Sushil Borkotoki, Rent Collector, was justified? If not, to what relief the workman concerned is entitled?"

On receipt of notice both the parties appeared and filed their written statement before the Tribunal. The dispute raised by the workman Sri Sushil Ch. Borkotoki has been settled by the Management on the plea of withdrawing the dispute if the management is pleased to appoint his son on compassionate ground. Management agreed to appoint Shri Pranit Borkotoki, son of Shri Sushil Ch. Borkotoki on compassionate ground as per terms and conditions of agreement accepted by the workman.

Considering the prayer of the parties this reference has been disposed of by accepting the terms and conditions of the agreement and no dispute award is hereby passed. Management is hereby directed to report to this Tribunal as to his letter of appointment and joining into service.

I given this award on this 4th February, 1997 under my hand and seal.

J. C. KALITA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 1997

का.आ. 1360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सैसर्स सी.आई.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, असम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-97 को प्राप्त हुआ था।

[स एल- 19012/59/78-डीIV(बी. )]

आई आर (सी -II) खण्ड-II

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 23rd April, 1997

S.O. 1360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Assam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. CIL and their workman, which was received by the Central Government on the 22-4-97.

[No. L-19012/59/78 D.IV(B)/IR C-II Vol-II]

B. M. DAVID, Desk Officer

1158 GI/97—6

## ANNEXURE

## IN THE INDUSTRIAL TRIBUNAL : GUWAHATI : ASSAM

REF. NO. 1(c) OF 1990

## Present :

Shri J. C. Kalita, B.A. (Hons) LL.B.,  
Presiding Officer,  
Industrial Tribunal, Guwahati.

In the matter of an Industrial dispute between :

The Management of Baragoloi Colliery of M/s. Coal India Ltd., Margherita.

Vs.

Their workman Sri Nandeswar Chetia, Margherita, Town, Dibrugarh.

## AWARD

This case arising out of the Govt. notification No. L-19012 (59) 78-D. IV(B) IR(C-II) Vol. II dt. 26-12-89 related to the dispute indicated in the schedule below :

"Whether the action of the Management of Baragoloi Colliery of Coal India Ltd. (North Eastern Coalfields), Margherita in dismissing Sri Nandeswar Chetia, Asstt. Supervisor w.e.f. 30-12-78 was justified? If not, to what relief the workman concerned is entitled?"

On receipt of notice both the parties appeared and filed their written statement before the Tribunal. The dispute raised by the workman Sri Nandeswar Chetia who died during the pendency of this reference. His son David Chetia made an application before this Tribunal to consider his employment in the company of the management on compassionate ground. An order is passed by this Tribunal to consider his case by the management on compassionate ground.

It is pleasure to note that the management agreed to appoint Shri David Chetia son of Late Nandeswar Chetia on compassionate ground by an agreement duly signed by the management and by Shri David Chetia as per terms and conditions laid down in the agreement.

In the light of the terms and conditions of the agreement this reference is hereby disposed of by awarding no dispute award. Management is directed to report to this Tribunal as to the letter of appointment and joining in the service of the management.

I given this award on this 4-2-87 under my hand seal.

J. C. KALITA, Presiding Officer

नई दिल्ली, 23 अप्रैल, 1997

का.आ. 1361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार ई सी एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-97 को प्राप्त हुआ था।

[संख्या एल-22012/254/95 आई आर (सी-II)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 23rd April, 1997

S.O. 1361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in

The industrial dispute between the employers in relation to the management of F.C. Ltd. and their workman, which was received by the Central Government on 17-4-1997.

[No. L-22012/254-95-IR (C-II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 1/96

#### PRESENT :

Shri R. S. Mishra, Presiding Officer.

#### PARTIES :

Employers in relation to the management of North Searsole Colliery of M/s. E.C. Ltd.,

AND

Their Workmen.

#### APPEARANCES :

For the Employer—Sri P. Banerjee, Advocate.

For the Workman—Sri M. Mukherjee, Advocate.

INDUSTRY : Coal STATE : West Bengal

Dated, the 31st March, 1997

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/254/95-IR (C-II) dated 28-12-95.

"Whether the action of the management of North Searsole Colliery under Kunustoria Area of ECL in dismissing Shri Chunki Majhi, Conveyor Operator from the services w.e.f. 18-4-94 on the basis of misconduct vide chargesheet No FCI/4338/CS/93/144 dated 8-4-93 is legal and justified? If not, what relief the concerned workman is entitled?"

2. The union intimates that they do not want to proceed with the dispute.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 1997

का.आ. 1362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार ओरिएन्ट सीमेन्ट कम्पनी के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-97 को प्राप्त हुआ था।

[संख्या एल-29011/10/95-आई आर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Orient Cement Company and their workmen, which was received by the Central Government on 25-4-1997.

[No. L-29011/10/95-IR (Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I HYDERABAD PRESENT :

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I.  
Dated, 6th day of March, 1997  
Industrial Dispute No. 74 of 1995

#### BETWEEN

The General Secretary, Orient Cement

Employees Federation, Devapur-504218,

Dist. Adilabad, A.P.

..Petitioner

#### AND

The Vice President, M/s. Orient Cement Co.,  
Devapur-504218, Dist. Adilabad,

A.P.

..Respondent

#### APPEARANCES :

M/s. G. Vidyasagar, M. S. K. Udayasree and P. Sudheer Rao, Advocates—for the Petitioner.

Sri V. Srinivas, Advocate—for the Respondent subsequently set exparte on 2-4-96.

#### AWARD

The Government of India, Ministry of Labour, New Delhi made a reference to this Tribunal by its Order No. L-29011/10/95-IR (Misc.) dated 8-8-1995 under Section 10(1)(d) and (2-A) of Industrial Disputes Act, 1947 for adjudication of Industrial Dispute mentioned in its schedule which reads as follows :

"Whether Sri K. Narender Rao, Clerk of Orient Cement Co., who was on the rolls of the lime stone mines of Orient Cement, Devapur and worked for the period from 1-6-92 to 9-10-93. If worked, for how many days wages he is entitled to? If not to what relief he is entitled to?"

2. The petitioner-workman filed a claim statement contending as follows :

The petitioner was appointed as Clerk in the Respondent-Company under the Land-Dooser Quota on 3-3-1989. He was not assigned with any particular seat or job description. But he was working as per the guidance of the Mines Manager Heavy Garage Incharge and Light Garage Incharge. His name was not shown in the 'B' Register. He was not paid wages from 1-6-1992 to 9-10-1993. Hence he raised dispute for non-payment of wages for the said period, providing quarter and confirmation of his services as Clerk through the union before the Asst. Commissioner of Labour (Central) Mancheri. The respondent did not agree for the same. So the failure report was given by the Conciliation Officer and this reference was made. The petitioner workman is entitled to wages from 1-6-1992 to 9-10-1993 with all other attendant benefits.

3. The Respondent was served with the notices sent by this Tribunal. The Advocate for the respondent appeared and filed Vakalat on 16-1-1996. No counter is filed so far though 16 adjournments were given between 13-11-1995 and 20-8-1996. So the respondent was set exparte.

4. The petitioner-workman examined himself as WW-1 and filed Exs. W-1 to W-6

5. The point for consideration is whether the petitioner is entitled to wages from 1-6-1993 to 9-10-1993?

6. Point.—The petitioner deposed in this Tribunal that he has been working in General Shift in the company from 3-3-1997. He also filed Ex. W-1 Complaint dated 26-4-1993 given to the Vice President of the respondent-company towards non-payment of wages. Ex. W-2 is the complaint dated 31-8-93 given to the Asst. Labour Commissioner. Ex. W-3 is the minutes of conciliation meeting. In it the Management representative has informed since the workman is not

attending to duty regularly he should assure that he will attend duty regularly atleast from then onwards. Ex. W5 is the Minutes of Conciliation Meeting dt. 16-3-94. In it an understanding has been arrived at between the parties and the workman stated that he would attend to the duty. But the Respondent failed to establish that the petitioner did not report to duty and so he was not paid. The petitioner deposed that he reported for duty and has been informing duties. I, therefore, hold that the petitioner is entitled to claim wages.

6. In the result, an Award is passed holding that the petitioner-workman is entitled to wages for the period from 1-6-1992 to 9-10-1993 as Clerk.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 6th day of March, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

#### Appendix of Evidence

Witness examined for the

Petitioner-workman :

WW-1—Katari Narendar.

Witness examined for the

Respondent-Management :

NIL

Documents marked for the Petitioner-workman

Ex. W-1—Complaint dated 26-4-93 made to the Vice President of the Company.

Ex. W-2—Complaint dated 31-5-93 made to the Asst. Labour Commissioner (Central) Mancherial.

Ex. W-3—Minutes of Conciliation Meeting dated 9-10-1993.

Ex. W-4.—Representation dated 5-1-94 given by the Union to the ALC (Central) Mancherial.

Ex. W-5—Minutes of Conciliation Meeting dated 16-3-94.

Ex. W-6—Failure Report dated 14-3-95 sent to the Government of India.

Documents marked for the Respondent

NIL

नई दिल्ली, 25 अप्रैल, 1997

का.अ. 1363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक सी आई के प्रवन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

[संख्या एल-22012/579/एफ/91 आई आर (सी-II)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 24-4-1997.

[No. L-22012/579/F/91-IR (C-II)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947

Reference No. 52 of 1995

#### PARTIES :

Employers in relation to the management of Food Corporation of India

#### AND

Their Workmen.

#### PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer.

#### APPEARANCES :

For the Employers—Shri M. L. Banerjee, Chief Labour Inspector, Distt. Office, FCI, Muzaffarpur.

For the Workmen—Shri V. Kumar, State Jt. Secretary, FCI Executive Staff Union, Bihar.

STATE : Bihar

INDUSTRY : Food

Dated, the 10th April, 1997

#### AWARD

By Order No. L-22012/579/F IR (C-II) dated 1-6-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of FCI in retrenching the workman Shri Sheo Kumar Singh w.e.f. 1-1-89 and denying his re-instatement with full back wages alongwith regularisation of service in terms of Headquarters Circular dated 6-5-87 is justified? If not, to what relief the concerned workman is entitled to?”

2. The workman and the sponsoring union appeared and filed written statement stating therein that he was employed by the management in the year 1978 as casual workman for doing the work of messenger-cum-water carrier-cum-sweeper in the godown and also to perform other duties and he worked till December, 1990, but no payment was made till that period and he was stopped from attending the job and his name was struck off from the roll from January, 1989 and he stand retrenched with effect from 1-1-89. It is said that he worked for more than 240 days in 12 calendar months from the date of his employment till the date of his retrenchment as per Section 25-B of the I. D. Act, 1947 and no notice or notice pay in lieu of compensation was given to him. It is said that as per Circular dated 2-5-86 all the casual workmen who were in service at least for 90 days till that date be regularised in Class-III and IV according to their qualification and accordingly a large number of casual workmen and even junior to the workman were regularised as Watchman in the year 1988-89 but the case of the concerned workman was not considered. It is also said that he was performing identical work of regular class-IV workmen but he was being paid Rs. 300 to Rs. 400 per month whereas a regular workman was getting about Rs. 400 per month with other benefits. It is said that he demands for reinstatement with full back wages in the regular scale of Class IV workman and for his regularisation of service in view of Headquarters Circular dated 6-5-87. It is also said that similar case of other workmen were regularised by the management and his case was kept pending before the A.L.C. (C) on the assurance of the management to regularise his job and it is prayed that the workman be reinstated and regularised in service with effect from 1-1-89 as per Headquarters Circular dated 6-5-87 as his non-regularisation was unjustified.

3. The F.C.I. management appeared and filed written statement stating inter alia, that the reliance was not maintainable and that he was engaged as casual labour at the Food Storage Depot since at Hajipur to do the job of sweeping and cleaning the office room and the furniture of that room and to fetch drinking water and to keep the same in the packets and at the depot there was one in-charge and 4 to 5 clerical staff used to work in one room and some Class-IV employees were working as watchman and remained on duty in the godown. The work of handling of food grains in the depot was managed by the contractors and their workmen and for doing sweeping and cleaning of the godown it takes only one hour or so and he had no job for the whole day and worked only for 1 to 2 hours in a day. It is also said that for doing sweeping work there was no sanctioned post and the local management gets the work done through casual labour engaged for 1 to 2 hours daily. It is also said that the workman found better engagement and did not continue the arrangement with Madan Mohan Singh who is still working as casual labour to carry on the job of sweeping and cleaning the room and fetching the water from the tubewell for drinking purposes or the staff and the concerned workman was not engaged on regular basis by the management even for doing part-time job and there was no scope for demand of his regular employment. It is said that when the co-casual worker, Madan Mohan Singh filed a case for regularisation of his job which is still pending in the Tribunal being Reference No. 121 or 1994, the concerned workman has filed a case for his regularisation as Class-IV employee. It is also said that two casual labours used to work although on the basis of their own arrangement and there was no question of putting 240 days attendance in a calendar year and it is denied that he has put 240 days of attendance in 12 calendar months and his service was terminated with effect from 1-1-1989 violating the provision of Section 25-F of the I. D. Act and this plea has no merit. It is further said that the concerned workman was a casual labour and the question of termination of service did not arise and he was not entitled for the benefit of Section 25-F of the I. D. Act and he hardly put 10 to 15 days and there was no question of completing more than 240 days attendance in a year. It is also said that his service was not terminated or dismissed by the management. It is also said that as he left the job for some better engagement and he was not entitled to raise dispute after lapse of several years and the demand of the sponsoring union for his reinstatement was without merit. It is also said that Headquarters Circular dated 6-5-87 was not applicable in the present case as the said circular was for regularisation of workmen who were holding the Class-IV posts as casual employee performing regular nature of job against regular vacant post and it was not applicable for the casual workmen who were not working against sanctioned post and there not being any sanctioned post of sweeper or watchman at Hajipur Depot his demand was not justified. It is also said that he did not perform any job of regular watchman and he cannot claim wages payable to such persons. It is finally said that the demand of the workman was not justified at all and it is fit to be rejected.

4. By way of rejoinder to the written statement of the workmen it has been denied specifically and parawise and same is said to be incorrect and denied. It is finally or any other relief at all and it is said that award be passed accordingly.

5. A rejoinder has been filed on behalf of the workman to the written statement of the management and the contention of the management as given in the written statement has been denied parawise and specifically and it is emphatically said that the workman has worked as full time worker and has completed 24 days attendance during 12 calendar months at the time of his retrenchment. As such his retrenchment is void ab initio and he was entitled for reinstatement with full back wages and regularisation of his service as Watchman in view of the Headquarters Circular dated 6-5-87 as there is a large number of vacancy in Class-IV post under the management.

6. The point for consideration in this reference are—

(a) Whether the action of the management in retrenching the workman w.e.f. 1-1-89 and denying his reinstatement with full wages and regularisation of service was justified?

(b) If not, to what relief or reliefs is the workman entitled?

7. Both the points being inter-linked are taken together for their consideration.

8. I find that two witnesses were examined on behalf of the management, they being MW-1—Umesh Chandra who was working at Hajipur since 1988 and he knew the workman who was working there prior to his joining and at present 17 workmen are working there like messenger, sweeper, watchman etc. and he could not say whether the workman was working there as watchman or messenger. However, in cross-examination he has stated that the concerned workman used to open the office in the morning and sweeping thereafter and also worked in the godown and he used to do some miscellaneous job in the office. In the evening he used to lock the office and godown and thereafter he used to leave the office. Such he worked for the whole day during office hour and there was no sweeper or messenger at Hajipur at that time. He used to work in absence of regular sweeper or messenger and he used to attend the depot almost on all working days. MW-2—Arjun Singh, who was also working since 1989 has stated in the similar way. He too has stated in cross-examination that the concerned workman was present at the time of opening and closing of the office and he used to see him during working time in the godown and he also worked in the shed. The other co-worker Arjun Singh was working as casual workman and he has been regularised. He has further said that the concerned workman was getting far less wages than that of a regular worker and the nature of work done by regular Class-IV staff and the workman was similar.

9. WW-1, the concerned workman has examined himself and has stated that he was working at Hajipur since 1982 and was working casual Class-IV workman and there was no difference in his work and regular Class-IV workman. But he was getting less wages than that of a regular Class-IV employee and he used to work for 22 to 24 days in a month and although he worked till 1988 but he was not paid wages for that period and was stopped without any notice and his co-worker Arjun Singh was regularised in the year 1988-89. He has stated in cross-examination that he was working and one Madan Mohan Singh was also working there at the time and no written appointment letter was given to him nor any show cause was served upon him. There is no other witness in the case.

10. Some documents have been filed on behalf of the management which are Ext. M-1—photo copy of order in reference in respect of Madan Mohan Singh. Ext. M-2 being ex gratia payment bill for the year 1983-94 where attendance of the concerned workman has been shown 74 days. Ext. M-3 is arrear bill of casual labours where total working days of the present workman has been shown as 43 days from 1-10-84 to 31-3-85.

11. Similarly a number of documents have been filed on behalf of the workmen which are Ext. W-1 Headquarter Circular dated 6-5-87, Ext. W-2 Staff position as in the years 1988, 1994, 1995 and 1996 till 30th June, Ext. W-3 being letter of the union dated 2-12-92 and Ext. W-4 reply of the management dated 2-7-93, Ext. W-5 arrear wage bill for April 1982 to September, 1982, Exts. W-6 to W-9 are different wage bills of the workman for the period from 1982 to 1987. Ext. W-10 letter of management dated 28-9-87 in respect of the workman and Ext. W-11 Attendance Register from January, 1988 to December, 1988, Ext. W-12 is certificate of educational qualification showing the workman as Class-VI pass and Exts. W-13 to W-13/4 are statements and orders of different dates of other co-workmen under FCI District Office, Patna.

12. While arguing the case on behalf of the workmen it is submitted that from these exhibits on behalf of the workman and in view of the evidence of WW-1, MW-1 and MW-2 examined on behalf of both sides it is clear that the workman was doing the job of Class-IV like sweeper, messenger, watchman and also working in the said godown for the whole working hours from morning till evening and he worked almost on all working days. It is further stated that in view of Headquarters Circular dated 6-5-87 all the workmen who have completed three months of job as on 2-5-86 as casual/



daily rated employees they were to be regularised in service of Class-III or IV post considering the other qualification and requirement. It is submitted that as per Ext. W-5 to W-9 it is clear that the workman has continuously worked from the year 1982 to 1988 and from the letter of the management Ext. W-10 written to the District Manager, FCI, Muzaffarpur, this fact has been reiterated that he had worked continuously from 1982 to 1986 and again he stated for working in the year 1987 and from copy of attendance register filed by the workman vide Ext. W-11 it is clear that he had worked for more than 240 days attendance in 12 calendar months in the year 1988 and from wage bill pertaining to the years 1982-1983 it will be clear that he has worked for more than required period in view of the Headquarters Circular Ext. W-1. It is also submitted that other casual co-worker Arjun Singh working in the same depot was regularised but the concerned workman was left out although he had fulfilled all the conditions as laid down in the Headquarter Circular Ext. W-1. It is further submitted that the management had entered into settlement and issued order for regularisation of service of some other co-workers under Patna District Office of FCI vide Ext. W-13 series, but this workman was left arbitrarily and was not regularised and was retrenched from service with effect from 1-1-89 without any notice or notice pay compensation which are violative under Section 25-F of the I. D. Act and it is void abinitio. It is also clear that he was paid less wages compared to regular Class-IV employee as admitted by witnesses, MW-1 and MW-2 and so he is entitled to full back wages in the scale with effect from the date of his retrenchment. It is further pointed out that the management has taken the plea in the written statement filed on its behalf that arrear bill and attendance sheet filed by the workman are manufacture one and this can't be relied upon. However, it is pointed out that the original of the same was called for from the management but same was not produced and as such adverse inference can be drawn against the management and this document may be taken to be genuine one. It is also submitted that from the management's document Ext. M-2 and M-3 the total working days of the workman exceeds more than 100 days and the workman came under the provision of Headquarter letter dated 6-5-87 that he has completed more than three months of service as on 2-5-86 and he was also Class-VI pass as per certificate produced by him and other co-worker Arjun Singh of the same depot was regularised and Ext. W-10 which was written to the District Manager, FCI, it is clear that the workman worked from 1982 to 1986 and for some time he was taken ill and was absent, but thereafter he had resumed his duty and the Depot Incharge had recommended for reconsideration of his appeal of the year 1987. This exhibit and letter of the management falsify the contention of the management that he was not working regularly and his attendance was not upto the mark for the consideration under Headquarter Circular dated 6-5-87. I find force in this plea taken on behalf of the workman. It is also clear that nature of job of the workman has been noted on back of the bills vide Ext. W-5 and W-9 and from attendance sheet it is clear that he completed more than 240 days attendance in 12 calendar months in the year 1988 when he was stopped from work with effect from 1-1-89.

13. On the other hand, it has been argued on behalf of the management that the workman was working as part time for one hour or two hours and there was no sanctioned post of sweeper-cum-messenger-cum waterboy at Hajipur depot and it was small depot. This plea is contradictory from the evidence of MW-1 and MW-2 that there was as many as 17 Class-IV employees working at Hajipur depot. If such a large number of Class-IV employees were working there it cannot be said that it was very small depot and there was no requirement of Watchman, messenger or sweeper for the depot and it is admitted by the management's witnesses MW-1 and MW-2 that he was working as sweeper-cum-messenger and worked in the shed and also working for the whole day. From Exts. W-5 to W-9 and attendance sheet Ext. W-11 it is clear that his attendance was marked for the whole day and not for part-time as contended by the management. It is also submitted that the workman left the work himself and he was not retrenched or dismissed from service with effect from 1-1-89 and as such he did not come under the provision of Section 25-F of the I. D. Act.

14. In view of the above discussion and documents on record, it is clear that he has completed more than 240 days

attendance in 12 calendar months and more than 90 days of service as on 2-5-86 in view of Headquarter Circular dated 6-5-87 he was entitled for his regularisation as Class-IV watchman as he possesses requisite educational qualification for the same. It has also submitted on behalf of the management that the workman has stated that he has worked till 1985 but was not paid wages till 1988 although he worked till that period and it falsifies the case of the sponsoring union that the workman had worked till 1988. But it is pointed out on behalf of the workman that it may be step of tongue that he worked till 1988 and it is the case of the workman that he worked till 1989 when he was retrenched or stopped from work without giving any notice or notice compensation which was void abinitio and he was also paid less wages compared to other regular Class-IV employees without any other benefits and as such there was discrimination made by the management to the workman and it was also unfair labour practice and exploitation of the workman as full days work was taken from him for a meagre payment of Rs. 300 to Rs. 400 per month whereas regular Class-IV employee was getting about Rs. 4,000 per month plus other benefits during the relevant period of time.

15. After considering all the points as discussed above I find the claim of the workman is quite genuine and trustworthy and from the documents produced by the management it is clear that he completed more than three months of service as on 2-5-86 and was covered under the Headquarter Circular dated 6-5-87 for his regularisation in service as a large number of workmen were regularised in service in the year 1988-89 and even thereafter as per Ext. W-13 series in Patna District FCI Office, but this workman was left out for no convincing objection against him and this action of the management was certainly arbitrary and discriminatory in this view I do not find any merit in the plea taken on behalf of the management for not reinstating and regularising the workman in service with effect from 1-1-89 and this action can't be justified in any way and this point is decided accordingly. As the stoppage of work or retrenchment of the workman from his job w.e.f. 1-1-89 was without notice or notice compensation which is violative to the provision of Section 25-F of the I. D. Act, this stoppage and retrenchment of the workman from job was void abinitio. It is clear from Ext. W-2 staff position that there is a large number of vacancies in Class-IV of Watchman in Tihar Circle of FCI, Patna against which the workman can be regularised in job. So, the workman was entitled for relief in way of his reinstatement and regularisation of his service with effect from 1-1-89. So far question of payment of full back wages is concerned it is admitted fact that since his retrenchment he had not worked at all and as per principle of no work no pay it would be open to the management to pay him 50% of full back wages with effect from 1-1-89 till his reinstatement and regularisation. This point is decided accordingly.

16. Hence, my award—

The action of the management of FCI in retrenching the workman Shri Sheo Kumar Singh with effect from 1-1-89 and denying his reinstatement with full back wages alongwith regularisation of service in terms of Headquarter Circular dated 6-5-87 is not justified. The management is directed to reinstate the workman and regularise his job in Class-IV post with effect from 1-1-89 with 50% of full back wages within two months from the date of publication of the award in Gazette of India.

However, there will be no order as to cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 28 अप्रैल, 1997

का. ग्रा. 1364. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मै. हिन्दुस्तान जिंक लिमिटेड के प्रबन्धन के संबंध में निम्नलिखित आदेशों के बीच, अनुबन्ध में निर्दिष्ट

औद्योगिक विवाद में औद्योगिक अधिकरण, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एन-43012/07/96- आई आर (विधि)]  
बी.एम. डेविड डेस्क अधिकारी

New Delhi, the 28th April, 1997

S.O. 1364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ajmer as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hindustan Zinc Ltd., and their workman, which was received by the Central Government on 28-4-97.

[No. L-43012/07-96-1R(Misc.)]  
B. M. DAVID, Desk Officer

अनुबंध

न्यायालय श्रम न्यायाधीश एवं औद्योगिक न्यायाधिकरण, अजमेर

सी आई टी आर 13/96

श्री संपतराज सुपुत्र श्री सुगताजाट ग्राम भगवानपुरा पोस्ट  
सथाना, विजय नगर, जिला अजमेर

—प्रार्थी

बनाम

1—मै हिन्दुस्तान जिक लिमिटेड जरिये उसके जनरल-  
मैनेजर पोस्ट अगूचा, जिला भीलवाड़ा,

2— श्री गोविंदराम चांदवानी केटीन ठेकेदार, मै हिन्दु-  
स्तान जिक पोस्ट अगूचा जिला भीलवाड़ा,

—अप्रार्थी

समक्ष

हरिसिंह सिंह अस्थानी आर एच जे एस  
पीठासीन अधिकारी

प्रार्थी की ओर से चवन सिंह

अप्रार्थी की ओर से आर सी जिन्दल,

अप्रार्थी सं. 2 की ओर से श्री सैयद अलादीन अलीमी  
एवं श्री एस एन चित्तारा,

दिनांक अप्रैल, 10, 1997

अवार्ड

1— केन्द्र सरकार द्वारा प्रेषित विवाद इस प्रकार है :—

"Whether the action of M/s. Govind Chandwani, Canteen contractor of M/s. Hindustan Zinc Ltd. in terminating the service of Shri Sampat Roy Canteen Boy w.e.f. 13-7-94 is legal and justified? If not what relief the workman is entitled to?"

2— प्रार्थी ने अपने स्टेटमेंट आफ फ्लेम में हिन्दुस्तान जिक लि० एवं गोविन्द राम चांदवानी केटीन ठेकेदार)

(जिन्हें संक्षेप में आगे से क्रमशः कम्पनी एवं ठेकेदार कहेंगे) के विरुद्ध मुख्य रूप से यह कहा है कि प्रार्थी 18-5-90 से कैंटीन बॉय के पद पर दैनिक वेतन पर कार्य करता था कभी हैल्पर व कभी कूक का काम करता था और उसे वेतन कम्पनी देती थी जिसका आधार ठेकेदार द्वारा उपस्थिति काई होता था और प्रार्थी को अकारण 13-7-94 को बिना नोटिस विधि विरुद्ध तरीके से हटा दिया गया।

2. प्रार्थी के कथनों का कम्पनी और ठेकेदार ने खंडन किया है। हम उनके जवाब में इसलिए जाना नहीं चाहते क्योंकि लोक अदालत की भावना से पक्षकारान के मध्य राजीनामे की स्थिति उत्पन्न हो गयी है।

3. प्रार्थी ने साक्ष्य में स्वयं को पेश किया और ठेकेदार गोविंदराम ने स्वयं को पेश किया और कम्पनी की ओर से श्री सी वी चंद्रायन को साक्ष्य में पेश किया। प्रार्थी ने प्रतिपरीक्षा में यह स्वीकार किया कि उसकी नियुक्ति ठेकेदार ने ही की थी और सारे कार्य की देखभाल ठेकेदार ही करता था और उसे वेतन भुगतान भी ठेकेदार ही करता था। ठेकेदार श्री गोविंदराम ने अपने बयान में मुख्य रूप से यह कहा है कि वह ओपन टेंडर से ठेकेदार का कार्य करता था और उसके यहां केवल 18 आदमी कार्य करते थे उन्होंने श्रमिक को नहीं हटाया और जरूरी नहीं है कि ठेका उन्हें ही मिले। कम्पनी के गवाह श्री चंद्रायन ने साक्ष्य में यह कहा कि श्रमिक ठेकेदार का व्यक्ति था किन्तु पी एफ की राशि ट्रस्ट में उनके यहां जमा है जो प्रार्थी को दिलाने में आपत्ति नहीं है। साक्ष्य से यह स्थिति सिद्ध होती है जो प्रार्थी कम्पनी का श्रमिक नहीं रहा और उससे कम्पनी का सीधा संबंध भी नहीं था और ठेका भी लोएस्ट टेंडर (निम्नतम निविदा) के आधार पर स्वीकार होने की स्थिति होती है। प्रार्थी के विद्वान अधिवक्ता ने यह सुझाव दिया कि इन समस्त हालात में प्रार्थी की गरीबी हालत को देखते हुए उसे पीएच जी पी एफ की जमाशुदा राशि और मनीआर्डर से लौटी राशि दिलादी जाए। इससे प्रार्थी को संतोष मिल जाएगा। मेरी राय में समस्त साक्ष्य के आलोक में यह न्यायोचित भी है कि प्रार्थी को जब नियोजन में निरंतर रखने की व्यवस्था संभव नहीं है तब उसके खर्चे में जमा पी एफ राशि का तथा 1530- रु. की राशि जो मनीआर्डर प्रार्थी को नहीं मिलने से वापस ठेकेदार को प्राप्त हुई। उसे लौटाई जाए अतः लोक अदालत की भावना से पक्षकारान के मध्य हुई समझौते के आलोक में प्रेषित विवाद का अधिनियम इस प्रकार किया जाता है कि प्रार्थी की ठेकेदार गोविंदराम चांदवानी द्वारा सेवा मुक्ति सिद्ध नहीं हुई है किन्तु समझौते को दृष्टिगत रखते हुए ठेकेदार गोविंदराम प्रार्थी को पंद्रह दिन की अवधि में यदि प्रार्थी स्वयं उससे पैसे लेने नहीं जाता है तो उसे मनीआर्डर से रु 1530- भेज दे और हिन्दुस्तान जिक दि. 30-6-97 तक प्रार्थी के खर्चे में ट्रस्ट में रखी पी एफ की जमाशुदा राशि प्रार्थी को नियमानुसार लौटा दे।

हरिसिंह यू० अस्थानी, न्यायाधीश

नई दिल्ली, 28 अप्रैल, 1997

का.आ. 1365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबन्धन के संघर्ष नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एल-38011/04/94-आई आर (बिबिध)]  
बी एम डेविड, डेस्क अधिकारी

New Delhi, the 28th April, 1997

S.O. 1365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Paradip Port Trust, and their workman, which was received by the Central Government on the 28-4-1997.

[No. L-38011/04/94-IR (Misc)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR :

#### PRESENT :

Sri M. R. Behera, O.S.J.S. (Sr. Branch),  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubanewar.

#### INDUSTRIAL DISPUTE CASE NO. 9 OF 1995 (CENTRAL)

Dated, Bhubaneswar, the 12th April, 1997.

#### BETWEEN :

The management of Paradip Port Trust,  
At P.O. Paradip, Dist. Jagatsinghpur.

First Party-  
management.

#### AND

Their workman represented through Paradip  
Port & Dock Mazdoor Union At : ATBK Sub-  
station Chowk, P.O. Paradip Port, Dist.  
Cuttack.

Second Party-  
workmen.

#### APPEARANCES :

Sri H. K. Mohanty, Dy. Secretary  
(Law)—For the first party-management.

Sri R. R. Ranahandol, General—  
Secretary of the Union.

For the second.  
party-workmen.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their letter No. L-38011/4/94-IR (Misc.) dated 18-1-1995 :—

“Whether the action of the management of Paradip Port Trust in keeping S/Shri Bipin Jena Mozdoor No. 76/613 and Sarat Ch. Mallik, Mazdoor No. 61/737 under suspension from 27-10-92 to 4-11-92 and in deducting their wages @ Rs. 800 each is justified? If not to what relief the workmen are entitled?”

2. In this case claim statement has not been filed by the second party-union. The first party-management has also not filed its written statement.

3. The parties have filed a bi-partite settlement entered into between them on 24-2-95. The conciliation cell has also endorsed that the parties have compromised their dispute amicably and entered into the settlement which is reduced to writing in the form of a memorandum of settlement.

4. Perused the settlement and ascertained the facts of settlement from the concerned parties. This Tribunal has no other reason to discard the settlement which has been entered into between the parties to further cause of peace, amicability and goodwill between the parties. Therefore, in the interest of justice, the settlement arrived between the parties on 24th February, 1995 is accepted to records. The settlement do form part of the Award.

5. The reference is answered in terms of the settlement and the Award is passed accordingly.

M. R. BEHERA, Presiding Officer

I.D. Case No. 9/95

FORM-H

## MEMORANDUM OF SETTLEMENT

Names of Parties :

Representing Employer(s):—Paradip Port Trust.

Representing Workmen :—Shri A. K. Ranahandol, General Secretary, Paradip Port &amp; Dock Mazdoor Union.

Short recital of case :

S/Shri Bipin Jena, Maz. No. 76/613 & Sarat Ch. Mallick, Mazdoor No. 61/737 were placed under suspension pending inquiry into the allegation of mis-behaviour to Shri A.K. Mishra, Junior Engineer and damage caused to the water supply station post of Paradip Port on 23-10-92 vide Office Order dated 27th October, 1992. Rs. 800 each was deducted from their wage bill of October, 1992 payable on November, 1992. An Industrial dispute was raised by Paradip Port and Dock Mazdoor Union before the Assistant Labour Commissioner (C), Bhubaneswar. The conciliation proceeding ended in failure. The Central Government in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred the following dispute for adjudication to the Industrial Tribunal (C), Bhubaneswar.

“Whether the action of the management of Paradip Port Trust in keeping S/Shri Bipin Jena, Mazdoor No. 76/613 and Sarat Ch. Mallick, Mazdoor No. 61/737 under suspension from 27-10-92 to 4-11-92 and in deducting their Wages @ Rs. 800 each is justified? If not, to what relief the workmen are entitled to?”.

The learned Presiding Officer, Industrial Tribunal registered the case as I.D. Case No. 9/95(C).

2. In order to obviate the protracted litigation and in consideration of the fact that the workmen as well as the representative of the Union assured that such incident will not recur in future, it was agreed between the parties to settle the present Industrial dispute in the following manner.

Terms of Settlement :

1. Rupees eight hundred as deducted from each of the workmen S/Shri Bipin Jena, Mazdoor No. 76/613 and Sarat Ch. Mallick, Mazdoor No. 61/737 will be paid back forthwith besides payment of their wages for the suspension period. It was further agreed by the parties that on receipt of the amount by the above workmen a joint petition will be filed before the Presiding Officer, Industrial Tribunal (C), Bhubaneswar for disposal of the Industrial dispute in the light of the settlement arrived at between the parties.

A copy of Minutes of settlement is enclosed as Annexure-A to this Memorandum of Settlement

2. Pursuant to the aforesaid settlement dated 24-2-95 S/Shri Bipin Jena and Sarat Ch. Mallick, Mazdoor were paid Rs. 800 each along with their wages for the suspension period. A copy of the Acquittance Roll is enclosed as Annexure-B to this Memorandum of settlement.

Signature of the parties :  
Hemanta Kumar Mohanty  
Representing

1st Party Management :  
A. Ranahandol.

Representing  
2nd Party Workmen :

Witness :

1. 221 \_\_\_\_\_
2. Binod Bihari Das  
Regulating \_\_\_\_\_

## ANNEXURE A

Minutes of the meeting held between the Management of Paradip Port Trust and their workmen S/Shri Bipin Jena Mazdoor No. 76/613 and Sarat Ch. Mallick Mazdoor No. 61/737 represented through the General Secretary, Paradip Port & Dock Mazdoor Union on 24-2-1995 at 3.30 P.M. in the Chamber of Chairman, Management Committee, Paradip Port Trust.

PRESENT :

Management side :

1. Shri N. C. Sahu,  
Chairman, M. C. PPT.

2. Shri H. K. Mohanty,  
Dy. Secretary (Law) PPT.
3. Shri P. Singh,  
Dy. Secretary (Law), PPT
4. Shri K. K. Sahu,  
Dy. Traffic Manager, PPT.

Workmen side :

1. Sri A. Ranahandol,  
General Secretary,  
Paradip Port & Dock Mazdoor,  
Union.
2. Shri Bipin Jena,  
Mazdoor No. 61|613.
3. Shri Sarat Ch. Mallick,  
Mazdoor No. 61|737.

An Industrial Dispute was raised before the Assistant Labour Commissioner (Central), Bhubaneswar for the suspension and recovery of Rs. 1600 and salary for the alleged misbehaviour of S|Shri Bipin Jena, Mazdoor No. 76|613 and Sarat Chandra Mallick, Mazdoor No. 61|737. The conciliation ended in failure by the Assistant Labour Commissioner and failure report was submitted to the Govt. of India in the Ministry of Labour on 3-8-1994. The Central Government referred the dispute to the Industrial Tribunal (Central), Bhubaneswar for Adjudication of the following dispute :—

“Whether the action of the management of Paradip Port Trust in keeping S|Shri Bipin Jena, Mazdoor No. 76|613 and Sarat Ch. Mallick, Mazdoor No. 61|737 under suspension from 27-10-92 to 4-11-92 and in deducting their wages @ Rs. 800 each is justified? If not, to what relief the workman are entitled to?”

The case of S|Shri Umakanta Nayak, Supervisor (Sl. No. 21) and Shri Surendra Behera, G.L. (R. No. 125|807) who were in the similar footing was amicably settled before the Asst. Labour Commissioner (Central) Bhubaneswar on 7-12-1994. where in it was decided that the amount as deducted from S|Shri Umakanta Nayak, supervisor (Sl. No. 21) and Surendra Behera, G.L. (R. No. 125|

807 will be paid back to them within 30 days of signing of this Settlement and the Union agreed to withdraw the dispute and the parties would report the implementation of the settlement to the Asst. Labour Commissioner (Central), Bhubaneswar.

After protected discussion the workmen as well as the Union representative assured that such incident will not recur in future. It was agreed between the parties in this case to settle the present Industrial Dispute pending before the Industrial Tribunal (Central). Bhubaneswar in the following manner :

Rupees eight hundred as deducted from each of the workmen S|Shri Bipin Jena, Mazdoor No. 76|613 and Sarat Ch. Mallick, Mazdoor No. 61|737 will be paid back forthwith besides payment of their wages for the suspension period. It was further agreed by the parties that on receipt of the amount by the above workman a joint petition will be filed before the Presiding Officer, Industrial Tribunal (Central), Bhubaneswar for disposal of the Industrial Dispute in the light of the settlement arrived at between the parties.

Sd/-

(A. Ranahandol)  
General Secretary,  
P.P. D&M. Union.  
Sd/-

(Bipin Jena)  
Mazdoor No. 76|613.  
Sd/-

(Sarat Ch. Mallick)  
Mazdoor No. 61|737.

Sd/-

(N| C. Sahu)  
Chairman, M. C.  
Sd/-

(H. K. Mohanty)  
Dy. Secretary (Law)  
Sd/-

(P. Singh)  
Dy. Secretary (P&IR)  
Sd/-

(K. K. Sahu)  
Dy. Traffic Manager (Labour)

## Annexure --B

Bijl No. 269/95-96 Dt. 8.6.95

Vr No --374/AB  
20.6.95

Refund of Penalty to C.H. Worker

Item No.	Name	Designation	Net amount Payable	Date signature (with stamp where necessary) (Unpaid items to be noted as such add attested)
Brought forward				
Cheque No.	075673/AB M-20.6.95	Rs. P.		
1.	Bipin Jena UZ 76/613		2160.10	
2.	Sarat Ch. Mallick UZ 61/737		1918.16	
3.	Ghana Shyandra GL 82/1206		1952.88	
Total			6031.14	Total Unpaid (Rupees)

Passed for Rs. 6031.14 (Six thousand thirty one & in figures) in words) on the authority of 3 Establishment Travelling Allowance  
.....for payment penalty refunds  
Cashier

Certified that a proper acquittance has been taken in respect of each amount paid in this roll from the Person entitled to receive it.

Dy. Traffic Manager  
Paradeep Port Trust.

नई दिल्ली, 22 अप्रैल, 1997

का.आ. 1366 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबन्धन के संबंध में जहाँ और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पूर्ण के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 22-04-97 को प्राप्त हुआ था।

[सं. एन-12011/15/95-आई आर (बी -II)]

सनातन, डैस्क अधिकारी

New Delhi, the 22nd April, 1997

S.O. 1366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 22-04-1997.

[No. L-12011/15/95-IR (B-II)]  
SANATAN, Desk Officer

## ANNEXURE

BEFORE SHRI S. S. HIRURKAR, INDUSTRIAL TRIBUNAL, PUNE

Reference (IT) No. 5 of 1996

## BETWEEN

Union Bank of India

First Party

## AND

Their workmen

Second Party

In the matter of a reference under Section 10(1)(d) (2-A) of I. D. Act, 1947

## APPEARANCES :

Shri K. H. Venkatesh—for the First Party.

Shri V. H. Badha—for the Second Party.

## AWARD

This is a reference made by the Central Government in exercise of the powers conferred by clause (d) of sub-

section (1) and (2-A) of Section 10 of the Industrial Disputes Act, 1947, for adjudication of the demands raised by the Second Party Workmen. The First Party Union Bank of India is a Bank, incorporated under the provisions of the Banking Co's Act, 1969 whereas the second party is a Union Bank of India Employees Union, Pune, which is duly registered under the provisions of the Trade Unions Act, 1926 and represents the employees employed with the first party bank.

2. The Central Government has referred the present reference for adjudication of the dispute between the First Party Bank and the Second Party Union. The Schedule of Reference reads as under :

"Whether the demand of the Union that a workman holding an allowance carrying post on a temporary basis should be paid special allowance for such post on pro-rata basis for Sundays, holidays and the days on which he is on casual leave is justified and in accordance with paras 5.10 and 13.28 of the First Bipartite Settlement and 19-10-66? If not, what is the scope of words "occupies that post" .... and ".... as if he was on duty ...." used in the said paras respectively?"

3. After the receipt of the Reference from the Government, notices were issued to the parties. The Second Party Union has appeared in the Court and filed its Statement of Claim below Ex. U-3. It is the case of the Union that the employees covered in the present Reference, are working in the Staff Cadre and governed by the various Settlements and Awards. As per the terms of service applicable to them, they are entitled to Special Allowance when they are working on higher assignment on temporary basis at various rates on Sundays, Bank Holidays and days on which they are on Casual Leave. The First Party Bank has refused to pay the Special Allowance due to employees without just cause and without any valid ground. Therefore the Second Party Union took up the matter with the First Party for payment of Special Allowance due to the employees. But due to non-co-operation of the first party, there was no alternative but to raise an Industrial Dispute before the Assistant Labour Commissioner (Central) Pune. Accordingly the dispute was raised before the Government. In the Conciliation proceeding also the first party bank remained adamant. Therefore, there could not be a settlement between the parties.

4. It is the contention of the Second Party Union that it had been pointed by the second party union that the employees were not paid special allowance due to them. There was a number of letter correspondence with the bank, in which it was pointed out by the Second Party that how the action of the first party bank was illegal and how the concerned employees were entitled to get the special allowance.

5. It is contended by the Second Party Union that the demand raised by them was admitted in conciliation but could not be settled due to adamant and un-co-operative attitude of the first party. The demand raised by the union, is that a workman holding an allowance carrying post on temporary basis should be paid special allowance for such post on pro-rata basis for Sundays, holidays and the days on which the employee is on casual leave. The said demand is justified and in accordance with paras 5.10 and 13.28 of the First Bipartite Settlement, dated 19-10-1966, signed between the parties. It is contended by the second party union that the employees covered in the reference are all employed with the first party bank on permanent basis, in a clerical subordinate staff cadre. Therefore, the Special Allowance is payable to them as per the Bipartite Settlement, dated 19-10-1966.

6. The Second Party Union has filed Annexure 'A' to the Statement of Claim. According to which, the special allowance should be paid. It is further contended by the union that in the Banking Industry, there are no different grades for Award Staff (both Clerical and Subordinate Staff). There is only single scale of pay or grade for each of the above cadres of the staff. Therefore, to remunerate the Award Staff for any special responsibility or any additional work requiring special skill, they are called upon to discharge the Special Allowance are paid to them. It is submitted by the Second Party Union that the workmen holding an allowance carrying post on temporary basis, perform the same duties and carry out the same responsibilities similar to those performed by the permanent incumbents, thus

they must be compensated with the same Special Allowance for the period which they are substituting for the permanent incumbent of the post. Hence it is contended by the second party union that the demand raised by the union in Annexure 'A' is fully justified.

7. The First Party Bank has filed its Written Statement below Ex. C-8 and resisted the claim of the Second Party Union, on the grounds, for the reasons mentioned in the Written Statement.

8. The First Party Bank has denied all the averments made by the Second Party Union in the Statement of Claim. According to the First Party Bank, the Second Party Union is not entitled to get the relief as claimed in the Statement of Claim and the concerned workmen are not entitled for the demand mentioned in the Schedule.

9. It is submitted by the First Party Bank that in the present Reference, the Second Party Union is claiming that the employees who are assigned with the duties attracting special allowance on temporary basis, should be paid special allowance on Sundays and on Public Holidays, falling in between the period of temporary assignment as well as prefixing and suffixing the period of temporary assignment and on the days on which they avail Casual Leave, during the period of temporary assignment. For the said purpose, the Union has relied on para 13.28 of the First Bipartite Settlement, dated 19-10-1966, which stipulates that an employee who is on casual leave, shall receive pay and allowance as if he was on duty. According to the first party bank, the term and allowances referred to in para 13.28 of First Bipartite Settlement, dated 19-10-1966 only indicates that the pay and allowances which the workmen is entitled on regular basis, should be paid to him, during his casual leave. This clause cannot be logically stretched to include an allowance, which is temporarily payable to a workman on pro-rata basis. Therefore, the bank has opposed the demand of the union, on the basis of provisions governing grant of Special Allowance, stipulated in paras 5.1 to 5.12 of the First Bipartite Settlement, dated 19-10-1966. It is contention of the First Party Bank that para 5.10 stipulates that a workman who is assigned the duties carrying special allowance on permanent basis, would continue to draw special allowance while on leave. Whereas a workman who is required to perform these duties temporarily, will be entitled to special allowance attached to the said post on pro-rata basis, for the period, for which he actually occupies the post. It is denied by the bank that the demand for payment of special allowance on Sundays, Bank Holidays and Casual Leave to the temporary assignees, is just and legal. In fact, such temporary assignees are not eligible for any special allowance on Sundays, Holidays and Casual Leave, as per rules of the bank.

10. The Bank has further submitted that the special allowance is payable to the employees carrying out duties of special allowance on temporary basis, during the leave of the permanent incumbent, if he has actually worked in the post carrying allowance excepting Sundays, Holidays and during Casual Leave of such temporary incumbent. For the employees carrying out duties of special allowance on temporary basis, the special allowance is payable for his actual performance of his duties since the permanent incumbent is regularly paid the special allowance even during any kind of leave as also on Sundays, Bank holidays and Casual Leave as per the rules of the Bank.

11. Lastly, it is submitted by the Bank that the demand of the Second Party is not maintainable as they do not have any merits as to payment of special allowance to all the workmen carrying out duties on temporary basis. So also, the claim made by the workmen are not in consonance with the Bipartite Settlement and therefore, it is not maintainable. Hence the Reference be dismissed.

12. The First Party Bank as well as the Second Party Union have filed certain documents on record, in support of their contentions.

13. In view of the Schedule of Reference, only point arises for my consideration as follows :

"Whether the demand of the union that a workman holding an allowance carrying post on a temporary basis should be paid special allowance for such post

on pro-rata basis for Sundays, holidays and the days on which he is on casual leave is justified and in accordance with paras 5.10 and 13.28 of the First Bipartite Settlement dated 19-10-1966 ?"

14. After going through the documents filed by the parties and the evidence adduced by the Second Party Union and the arguments advanced by the learned counsel for both the sides, I record my finding in the affirmative, for the reasons mentioned below.

#### REASONS

15. It is an admitted fact that the present Reference and the demand of the second party union is based on the First Bipartite Settlement dated 19-10-1966, signed between the parties. Therefore, it is necessary to go through the provisions of Paras 5.8 to 5.10 which reads as under :

#### FIRST BIPARTITE SETTLEMENT, DATED 19-10-1966 PARAS 5.8, 5.9 and 5.10

5.8 A workman will be entitled to a special allowance, if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested in him.

5.9 A workman will be entitled to a special allowance only so long as he is incharge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. For instance a workman who is employed permanently as a Head Clerk or Stenographer cannot be deprived of his special allowance by asking him to work as an ordinary clerk or asking him not to work as a Head Clerk or Stenographer. If, however, a recipient of a special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowance.

5.10 The special allowance would continue to be drawn by a permanent incumbent while on leave. A workman who is asked to work temporarily in a post carrying a special allowance would be entitled to such a special allowance pro-rata for such period during which he occupies that post."

Clause No. 13.28 reads as under :

"A workman on Casual Leave shall be entitled to pay and allowances as if he was on duty."

The provisions of these paras needs to be considered, on the basis of evidence adduced by the parties. It is pertinent to note that the First Party Bank has not led any evidence. Therefore, the evidence adduced by the Second Party Union, has gone unchallenged.

16. The Party No. 3 Union has examined near about four witnesses. The first witness Shri P. P. Datta examined at Ex. UW-1, is working as a Special Assistant in the First Party Bank. He has stated that the Special Assistant is a post in the clerical cadre to which special allowance is payable. He has also stated that "in the clerical cadre, special allowance is paid to employees designated as special Assistant. They have performed to work to pass cheques, to sign voucher and other instruments like draft, bills, check ledgers etc. The Head Cashiers are paid allowances under categories 'C' and 'E'. They have to perform the duties of holding keys, control and supervision of cash dept., cash management etc. In the subordinate staff cadre, the employees designated as draftaries are paid special allowance and they have to perform the work like simple binding, press copying, filing of letters, assisting in issue of stationery, keeping of records in orderly manner, vouchers stitching and maintenance of the same. The bill collectors are also paid special allowance and they have to obtain acceptance of the bills of exchange, collect postal orders etc." He has further stated that "when the person holding the post of special allowance, goes on leave, other person is asked to work in his place. Therefore, the

workmen holding an allowance carrying post temporary basis has to perform the same duties and carry out the same responsibility similar to those performed by the permanent incumbents. Hence, it is necessary that the said employees must be compensated with the special allowance for the period which they are substituting for the permanent incumbent of the post for which special allowance is payable." He has further deposed that "the special allowance is payable as per the Bipartite Settlement signed between the parties."

17. The said witness was cross-examined. In the cross-examination, he has admitted that "a person who is a temporary incumbent and is not getting the special allowance and if he has to work in a place of a person who is getting special allowance, then only that incumbent will be entitled to get special allowance. But from this admission in the cross-examination, nothing could be brought on record, which could help the first party bank."

18. The Second Party Union has also examined, Shri K. N. Phaldar, a Clerk/Cashier working in the First Party Bank, Shri S. K. Kolamkar, a Computer Operator working in Pune City Branch of the First Party Bank and Shri S. B. Bhandare, a Computer Operator working in Bhavani Peth Branch of the First Party Bank. All these witnesses have deposed and made the facts very much clear as far as the nature of duties in their branches are concerned. All these witnesses have stated that special allowance is paid under clauses mentioned in the Bipartite Settlement. They have also stated that after the salary bills are prepared, they are checked by the Asstt. Branch Manager or Accountant and one copy of the salary bill is forwarded to the Zonal Office for confirmation and since last four years there is no enquiry or query or objection raised by the Zonal Office, Audit Section, on the issue of Special Allowance. Therefore, on the basis of the evidence adduced by these persons, it is clear that there is no fixed procedure for the payment of Special Allowance to the employees. In the evidence of Shri Bhandare, he has stated that whenever he used to work as temporary incumbent, he used to get special allowance excluding Casual Leave, Bank holidays, Sundays and other holidays. Therefore, it is clear that the employees are not paid the special allowance for Casual Leave, Bank holidays, Sundays and other holidays. It is also made clear in the evidence of these persons that permanent employees are getting the special allowance for the whole period whereas the temporary employees are getting the special allowance excluding Casual Leave, Bank holidays, Sundays and other holidays. It is also made clear that the work performed by the permanent incumbent and the temporary incumbent, is the same, in nature. It is also come on record that whenever any temporary incumbent works in place of permanent incumbent, he is paid special allowance for leave period, excluding Casual Leave, Sundays and Holidays. There is no justification given by the first party bank, for the said payment. When it is an admitted fact that the workers are paid the special allowance as per the Bipartite Settlement, then there should be no discrimination in payment of the special allowance.

19. The Party No. 1 Bank has filed on record the leave record of the employees on temporary higher assignment, for the period from October 1995 to September 1996 and payment slips. But those documents were not proved by the bank, by adducing evidence. It is pertinent to note that though the bank has strongly opposed the demand of the Second Party Union but the bank has failed to prove its case, by adducing evidence.

20. It is necessary to mention here that the Second Party Union has issued a notice to produce the documents below Ex. U-7, to the first party bank. The Bank was directed to produce the documents at Sr. No. 4(a). The said documents were filed by the bank, below Ex. C14, it is an Approval Note. In the approval note, the General Manager has agreed to pay the special allowance to the concerned employees, on the following terms :

#### TERMS OF SETTLEMENT

1. An employee who is assigned the duties attracting special allowance on temporary basis, in the absence of permanent incumbent, shall be paid special allowance on pro-rata basis on the days :

(a) on which he actually perform the duties.

(b) On the days on which bank is closed on account of Sundays and/or holidays falling in between the period of temporary assignment. However, he will not get special allowance, on Sundays and holidays which fall on the days prefixing and suffixing the actual period of work.

2. If an employee who has been assigned the duties for a temporary period, takes leave of any type within the period of his temporary assignment, he shall not be eligible for the special allowance for the days of his leave as also Sundays and holidays suffixing, prefixing his leave and/or falling in between the period of his leave. Whereas another employee who is actually required to perform the duties during the leave period of a temporary assignee shall be paid special allowance for the period for which he actually performs the duties and for the Sundays and holidays falling in between the period of his temporary assignment but not on Sundays and holidays suffixing and prefixing the period of actual work.

3. Under any circumstances more than two employees, including the permanent incumbent, cannot be paid special allowance for the same period."

21. The said terms of settlement could not be accepted by the parties as it was not offered to the Second Party Union, during the conciliation. The approval note prepared by the first party bank makes it clear that the employees could be entitled to get the special allowance under certain conditions and only to not more than two employees but the same was not paid to the concerned employees.

22. Clause 13.28 of the Bipartite Settlement provides that "A workman on Casual Leave shall be entitled to pay and allowance as if he was on duty." When a workman is supposed to be on duty when he is on Casual Leave and he is paid the special allowance, then there should have been no reason to refuse him the special allowance for the Sundays and Holidays. It is an admitted fact that in clerical cadre, special allowance is paid to the employees designated as Special Assistant and they have to pass cheques, sign vouchers and other instruments like drafts, bills, check ledgers etc. The Head Cashiers are paid allowance under categories 'C' and 'E' per month. They have to perform the duties of holding keys, control and supervision of cash department, cash management etc. So also, in the subordinate staff cadre, the employees designated as daltaries, are paid special allowance and they have to perform the work like simple binding, press copying, filing of letters, assisting in issue of stationery, keeping of records in orderly manner, vouchers stitching and maintenance of the same. The bill collectors are also paid special allowance and they have to obtain acceptance of the bills of exchange, collect postal orders, etc. All these activities which are performed by the permanent incumbent, are to be performed by the temporary incumbents and there is no change in nature of duties. Therefore, obviously those employees would be entitled for the special allowance equally to the permanent incumbents and there should have been no discrimination regarding the payment. All these employees should be paid on the basis of 'equal pay for equal work'.

22. The learned representative appearing for the Second Party Union has filed the written notes of argument at Ex. U-12 : from which it is placed on record that the employees covered under this reference, are governed by the Bipartite Settlement. The employees holding an allowance carrying post on temporary basis, are entitled for Special Allowance for Sundays, bank holidays and Casual Leave till such time, they work in place of the permanent incumbent as per the Bipartite Settlement. The said representative has further referred to the certain notes and comments given by Shri R. K. Gotgalkar regarding para 13.28 of Bipartite Settlement. Taking into consideration said comments, it is very much clear that the temporary incumbent is entitled to get the special allowance equivalent to the permanent incumbent. According to the learned representative for the Second Party Union, all wage structures are fixed by the settlement, taking into consideration that there are about 25 working days in a month. Even wage boards and other wage fixing authorities or tribunals have fixed wages taking into consideration that there are about 25 working days in a month. Therefore, it is clear that the Sundays and holidays are included while calculating the salary for 26 days.



23. The representative appearing for the Second Party Union has made it clear that Clause 13.28 of Bipartite Settlement is very much clear and if the literal interpretation is adopted, the workmen working on temporary basis on special allowance carrying posts, are entitled for allowance on casual leave. Even for the sake of argument, without admitting the same, if it is presumed that the said clause is capable of being construed in more than one way, than it must be interpreted in favour of the workmen. According to the representative, if special allowance is paid to those working in special allowance posts on temporary basis for casual leave, it would be anomalous by not paying special allowance on Sundays and bank holidays.

24. The representative for the First Party Bank, has also filed the notes of written arguments below Ex. C-17. He has also referred to the Clause 13.28 of the Bipartite Settlement. He has also referred to Clause 5.10 of the Bipartite Settlement. He has argued that the word 'pro-rata' itself specifies that such allowance is to be paid for the period for which the temporary assignee does the work in place of a permanent incumbent. If the temporary assignee is also to be paid special allowance on leave and public holidays, the word 'Pro-rata' would become redundant. According to him, this clause does not mean that the workman should be paid allowance, which are payable on pro-rata basis for actually performing certain additional duties attracting higher allowance during the period for which he remains on leave. This is something which goes against the basic principles of service jurisprudence. This allowance is comparable to overtime allowance. According to him, it would be absurd if a demand for making payment of overtime allowance is made to workman who is not present for work on Sundays, Public Holidays and the days on which he is on Casual Leave and stated it to be justified.

25. The said representative has referred to the evidence adduced by the Second Party Union and tried to convince that the special allowance could not be paid for Sundays, holidays and casual leave.

26. I have gone through the arguments advanced by the parties. I am again constrained to note that the first party bank has not led any evidence to support its contention whereas the second party union has examined four witnesses. It shows that it is necessary to give the special allowance to the workers working as temporary incumbents. In my opinion, after going through the record, it reveals that there is a discrimination shown by the first party bank regarding the payment of special allowance, as per the Bipartite Settlement. I have also gone through the Clauses 5.8, 5.9, 5.10 and 13.28 of the Bipartite Settlement, dated 19-10-1966 and I am of the opinion that in view of the said clauses and in view of the procedure conducted by the bank and the duties performed by the concerned employees, the temporary incumbents are also entitled to the special allowance for Sundays, holidays and Casual Leave. Therefore, the demand raised by the Second Party Union deserves to be allowed.

27. At last in nut-shell, I am of the opinion that the workmen holding an allowance carrying post on temporary basis perform the same duties and carry out the same responsibilities similar to those performed by the permanent incumbents, therefore they must be compensated with the same special allowance for the period which they are substituting for the permanent incumbent of the post. Hence in my opinion, the demand raised by the second party union at Annexure 'A' is fully justified. Hence I answer the issue accordingly. I am also constrained to hold that the concerned employees are entitled to get the arrears of special allowance with retrospective effect from the date of Reference i.e. 12-1-1996. Hence I pass the following Award:

#### AWARD

(i) The Reference is allowed.

(ii) The First Party Bank is directed to pay the special allowance to all the concerned employees, as per Annexure 'A' with retrospective effect, from the date of Reference i.e. 12-1-1996.

(iii) The First Party is directed to comply Award within two months from the date, it becomes applicable.

(iv) No order as to costs.

PUNE,  
Dated : 12-3-1997

Sd/-

(D. G. DAKE)  
For Secretary,  
Industrial Tribunal, Pune.

S. S. HIRURKAR, Industrial Tribunal

नई दिल्ली, 24 अप्रैल, 1997

का. आ. 1367 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबन्धन के संबंध में जहाँ और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[सं. एल -12012/193/95आई आर (बी II)]

सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 23-4-97.

[No. L-12012/193/95-IR(B-II)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 121 of 1996

In the matter of dispute between :

Regional Manager,  
Central Bank of India,  
Belanganj, Agra.

AND

President,  
Central Bank Employees Congress,  
B.O Fawara, 28/299, Goukulpura,  
Agra.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-12012/193/95-I.R.(B-2) dated 26th November, 1996 has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Central Bank of India, Agra to deprive the post of Head Peon (Zamadar) to Sri Ram Sanehi, Peon, Agra is legal and justified? If not, to what relief the workman is entitled to?

2. It is unnecessary to give the detail of the case as after sufficient opportunity the concerned workman has not filed claim statement. Hence, the reference answered against the concerned workman for want of prosecution and proof and concerned workman is not entitled for any relief.  
Dated, 8-4-97.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 1997

का. प्रा. 1368 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-97 को प्राप्त हुआ था।

[मं. पं. 12012/360/92-आई आर (बी-II)]

सनातन, डैस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 24-4-97.

[No. L-12012/360/92-IR(B-II)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 22 of 1993

In the matter of dispute between :

Dy General Manager,  
Canara Bank,  
4, Sapru Marg,  
Lucknow.

AND

Vice President,  
U. P. Bank Workers Organisation,  
24, Laxmi Market,  
Belanganj, Agra.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-12012/360/92-IRB-II dated 5-3-93 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Canara Bank in imposing a punishment of stoppage of two increments with cumulative effect on Sri A. K. Malonia is justified? If not what relief is the workman entitled to

2. D. L. Chaturvedi, MW-1 was posted as officer of the opposite party Canara Bank at Jalesar branch whereas the concerned workman A. K. Malonia was posted as clerk in that branch. On 14-3-90 he was served with following charge sheet :

On 30-11-89 you were working in cash department on receipt counter and Sri H. O. P. Nigam (34024) Clerk was working in payment counter. On that day, in the evening while counting the cash of payment cashier, Sri D. L. Chaturvedi, Officer found on un-matched mutilated note of rupees one hundred in one bundle. This bundle was received by Sri H. O. P. Nigam from you. Sri D. L. Chaturvedi, Officer requested you to remove the said note from the bundle and replace the same with good note.

Sri Chaturvedi, Officer also marked with red ink on the note so that the same should not be accepted again by mistake. You objected for the marking with red ink and refused to replace the same. However the same was later on replaced by Sri H. O. P. Nigam, Clerk.

On 01-12-89 in the morning you alongwith other staff member surrounded Sri D. L. Chaturvedi, Officer inside the branch hall and violently shouted at him using abusive words and also removed your shoes and took the same in your hand and attempted to assault Sri D. L. Chaturvedi, Officer.

By your above acts of showing disrespect to the officials of the branch and by your indecent disorderly and discourteous behaviour in the premises of the Bank you have committed a gross misconduct within the meaning of Chapter XI, Regulation-3, Clause (k) of Canara Bank Services Code.

Your above acts being prejudicial to the interests of the Bank, you have committed a gross misconduct within the meaning of Chapter XI, Regulation-3, Clause (m) of Canara Bank Service Code.

One V. K. Garg an officer of the Bank was appointed as enquiry officer. After concluding evidence he submitted his report on 11-3-91 holding that charges were proved. On the basis of this report the disciplinary awarded punishment by way of stoppage of two increment with cumulative effect. Appeal filed by the concerned workman was also rejected.

3. Feeling aggrieved the concerned workman has raised the instant industrial dispute inter-alia he had alleged that enquiry was not fairly and properly held against him. Where as the management maintain that enquiry was fairly and properly held. Hence a preliminary issue was framed in this regard and vide finding dated 3-1-97 it was held that enquiry was not fair and proper hence the management was given opportunity to prove the charges on merits.

4. Thereafter the management examined Damodar Lal Chaturvedi, MW-1 where as workman examined Arvind Singh, WW-1 Ashok Kumar Malonia, WW-2.

5. From the perusal of above evidence and the pleading of the parties this much is definite that there did take place an incident on 30-11-89 as alleged in opening para of charge sheet. From the evidence of D. L. Chaturvedi, MW-1 it is also established that deponent had refused to replace the same which was later on done by another clerk H. O. P. Nigam. However it is not the reason for punishment.

6. The reason for punishment is the other part of the charge regarding incident of 1-12-89. When during office hours the concerned workman alongwith other had used abusive language and the concerned workman had taken out his shoe with intention to assault D. L. Chaturvedi. Naturally D. L. Chaturvedi MW-1 supported his version in entirety. Where as A. K. Malonia has stated that when on 1-12-89 he alongwith other were standing D. L. Chaturvedi was coming out from the other side. He contemptuously glanced through them and observed that there they are promoties and belonging to lower cost should confined themselves to their status. When he protested D. L. Chaturvedi removed his shoes with intention to assault him. This was avoided by the people assemble there. Arvind Singh has corroborated him.

7. The management has not filed the copy of reply of the concerned workman from which it could be found out if the manner of origin of this incident is after thought to is in consonance with his original statement. If there was any departure about the manner of origin of this incident this paper would have very relevant. Any way if the weight the evidence of parties the case of the workman seems to be more probable. When the deponent had refused to change the note on 30-11-89 D. L. Chaturvedi would have the aggrieved person and in this way it is quite likely that would have raised the matter on 1-12-89 in the manner as stated by the concerned workman. Further the case of the concerned workman find corroboration from on witness whose presence on spot is not denied, where is there is no corroboration of the evidence of management. In view of these factors I believe the version of the concerned workman and hold that

D. L. Chaturvedi had started the matter which had taken the unfortunate the ugly shape. As such in these circumstances the concerned workman can not be said to have conducted any misconduct.

8. There is another aspect of the case. According to the management there were either as well involved in this incident alongwith delinquent. Hence, they too would have been guilty of alleged misconduct, but nothing has been done against them. That shows discrimination on the part of the management.

9. In the end my award is that under the circumstance the concerned workman had not committed any misconduct hence he has been wrongly punished. Accordingly the punishment order dated 18-5-91 by stoppage of two increments with cumulative effect is set aside and he will be entitled for difference of wages as if such punishment did not exist.

Dated, 15-4-97.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 1997

का. प्रा. 1369:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान कमर्शियल बैंक लि० के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

[सं. एन-12012/81/85-आई आर बी 2/डी-III]

सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Commercial Bank Ltd. and their workmen, which was received by the Central Government on 24-4-97.

[No L-12012/81/85-DII(A)/IR (B-II)]  
SANATAN, Desk Officer

#### ANNEXURE

BEFORE SH. GANPATI SHARMA : PRESIDING  
OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL:  
NEW DELHI

I. D. No. 43/86

In the matter of dispute :

BETWEEN

Shri R. B. Mathur House No. 2827, Kinare Bazar,  
Chetpuri, Delhi-110006, since deceased and sub-  
stituted by

- (1) Smt. Kamla Rani Mathur (Widow)
- (2) Shri Pradeep Mathur (Son)
- (3) Shri Suresh Kumar Mathur (Son) and
- (4) Smt. Rekha Mathur (Married Daughter).

Versus

Punjab National Bank,  
Parliament Street,  
New Delhi.

#### APPEARANCES :

Shri L. P. Prabhakar for the workman.  
Shri Samir Parkash for the management.

#### AWARD

The Central Government in the Ministry of Labour vide its No. L-12012/81/85-D.IV(A) dated 17-3-1986 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Hindustan Commercial Bank Limited, New Delhi in dismissing Shri R. B. Mathur from the services vide their order dated 26-11-1984, is justified ? If not, to what relief the workman concerned is entitled ?"

2. The workman concerned, Shri R. B. Mathur, was working as Clerk at Chandni Chowk Branch of the erstwhile Hindustan Commercial Bank Limited, New Delhi. He was served with the charge-sheet dated 22-8-1984, which is as under :—

"1. That while entering the undernoted transfer drafts, which were in fact forged, in Bills Payable Register, you ignored and did not report to your superior the following glaring flaws/discrepancies :—

- (i) that the said transfer drafts were numbered in a style different from the normal style of allotting member to the bonafide drafts followed by D/O Seohara.
- (ii) that the said transfer drafts were numbered out of serials.
- (iii) that the serial numbers given in the said transfer drafts were not matching with their respective dates as is evident from the facts that the serial No. 68/83/A was dated 29-3-83 whereas the next entered D. D. Serial No. 57/83 was dated 22-3-83, similarly while T.D.S. No. 78/83 & was dated 26-3-83 the next entered demand draft S. No. 59/83 was dated 5-4-83 and so was the case with other two transfer drafts :—

T.D.S.No.	Dated as	D.D.S. No.	Dated as
80/A/83	15-4-83	77/83	16-4-83
171/83/A	16-7-83	165	21-7-83

One more forged T D with S. No. 171-A entered in Bills Payable register on 9-8-83 was dated 5-8-83 whereas the just prior entered DD's were dated as :

DD S.No.	Dated as	Entered in Bills Payable Register
174	30-7-83	2-8-83
172	01-8-83	3-8-83
176	04-8-83	6-8-83
177	04-8-83	6-8-83
179	04-8-83	8-8-83
175	04-8-83	3-8-83

and further the next entered D.D. S. No. 173 was dated 4-8-83.

- (iv) that the amount of the said transfer drafts were disproportionately in excess of the drawing power of Seohara Branch.
- (v) that the transfer drafts in series of machine number 110801 and onwards were presented in March, 83 whereas transfer drafts in series of 110701 and onwards were presented in July, 1983.
- (vi) that you made alterations in the bills payable register in the controlling members of the drafts recorded by you.

Details of transfer drafts entered in Bills Payable Register :—

Printed No.	S.No.	Date of T/Draft	Favouring	Amount (Rs.)	Date when Paid and entered
110804	78/83/A	26.3.83	Sh. Bishan Chand S/B A/C No. 4596	1,80,000	31.3.83
110807	80/A/83	15.4.83	-do-	80,000	19.4.83
110718	171/A/83	05.8.83	-do-	1,80,000	09.8.83

2. That, due to your aforesaid acts, there has been a fraudulent withdrawal of an amount of Rs. 4.40 lacs resulting in financial loss to the Bank.

3. that on 15-6-83 you took with malafide intention, vouchers dated 25-3-83 from the daftry and removed unauthorisedly a cheque No. 965551 for Rs. 40,000/- therefrom. You took the said vouchers from the daftry on the plea of tallying Bills Payable Balances but it is noted that there was no differences on said date.

4. That the aforesaid acts alleged against you are serious acts of gross misconduct amounting to:—

- (a) Committing acts prejudicial to the interest of the Bank.
- (b) Dishonesty in connection with Bank's business resulting in serious financial loss to the Bank.
- (c) Wilful alteration of records with dishonest intention.
- (d) Gross negligence in the discharge of your duties."

3. The departmental enquiry was instituted to probe into the above charges, Shri B. P. Singhal was appointed as Enquiry Officer, who after holding the enquiry bound charges No. 4(a), 4(b) and 4(d) proved while charge No. 4(c) not proved. However, the Disciplinary Authority disagreeing with the Enquiry Officer held the concerned workman guilty of charge No. 4(c) also.

4. By an order dated 26-11-1984, the concerned workman was dismissed from service of the Bank, which has been challenged by the concerned workman on the ground that the departmental enquiry, was not fair and the findings of the enquiry are based on suspicion, conjectures and surmises, which cannot take place of proof. The concerned workman has also alleged that the punishment awarded to him was highly disproportionate. These allegations have been denied by the management.

5. Out of the pleadings of the concerned parties, following issues were framed :—

- (1) Whether the Enquiry was fair and proper ?
- (2) As in the terms of reference.

6. The management have filed 11 documents along with record of the departmental enquiry and have examined Shri A. K. Goel, Officer on Special Duty at Chandigarh, as MW1.

7. The concerned workman has filed 12 documents and has examined himself as WW1.

8. Heard both the parties and perused the evidence on record.

9. In the departmental enquiry, the concerned workman was allowed to appoint defence representative of his choice. He was also allowed cross-examination of the management witnesses. He was also supplied copies of relevant documents. He was also allowed inspection of documents which, of course, were available with the management and he was also allowed to lead evidence in his defence. I do not find any infirmity in the enquiry. On the contrary it is clear from the proceedings on record that the enquiry has been held according to the principles of natural justice with full tunity of defence to the concerned workman.

10. Hence held that the enquiry was quite fair and proper.

11. I have also closely perused the findings of the Enquiry Officer and I have come to the conclusion that the same are based on appropriate assessment of the evidence on record. The Enquiry Officer has given adequate reasons for conclusions arrived at by him. Hence, held that the findings of the Enquiry Officer are not perverse.

12. Now, let me examine as to whether the punishment awarded to the concerned workman was disproportionate to the charges found proved against him. It is true that the Bank has incurred financial loss to the tune of Rs. 4.40 lakhs on account of contributory gross negligence of the concerned workman on duty. It is also borne out from the evidence on record that the concerned workman could not reasonably justify the source of his assets disproportionate to his known income, may be in the joint name of his wife or other family members. It is also true that the past service record of the concerned workman too was not clean as he had been awarded punishment for his fraudulent act in 1961 and subsequently in 1973 also he had been awarded punishment.

13. But on the material on record before me, I am of the view that it will meet the ends of justice if the punishment of dismissal from service is reduced to discharge from service under clause 21(iv)(b) of the Bipartite Settlement dated 14-2-1995. The Management was fully justified in losing confidence in the concerned workman. After all, Bank is a financial institution in public sector, wherein, transparent honest conduct is the first and the last condition of the service. Looking into the past service record of the concerned workman, no more stake could be taken by retaining him in service any further.

14. Hence, held that the action of the management in dismissing the concerned workman from service vide order dated 26-11-1984 might have been justified, had the aforesaid Bipartite Settlement, dated 14-2-1995 would have not come into force, which provides remedy short of dismissal from service, when it is not in the interest of the institution to retain an employee like the concerned workman.

15. Therefore, the punishment of dismissal from service of the workman concerned is reduced to discharge from service in terms of Clause 21(iv)(b) of the afore-mentioned Settlement, dated 14-2-1995, as a result of which the concerned workman and/or his substituted legal heirs are entitled to superannuation benefits as would have been due otherwise at that stage, i.e. 26-11-1984.

16. The case law cited by the concerned workman have been gone through by me, and these have no bearing on the facts in the present case before me.

17. The Management of Punjab National Bank, New Delhi, vide their petition dated 9-2-1987, proved for their substitution in place of Hindustan Commercial Bank Limited, the same having been taken over by the Punjab National Bank, which was allowed by me.

18. The concerned workman had expired on 17-9-1993, hence his legal heirs, namely Shri Pradeep Mathur, Rekha Mathur, Kamla Rani and Suresh Kumar Mathur, moved a petition on 4-12-1993, praying for their substitution in place of concerned workman in the present case, which was also allowed by me.

19. Award is given accordingly.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

GANPATI SHARMA, Presiding Officer

3rd April, 1997.

नई दिल्ली, 24 अप्रैल, 1997

का.आ. 1370:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबन्धन के संबद्ध नियो-

नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[सं. एल-12012/166/95-आई आर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1370—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 23-4-97.

[No. L-12012/166/95 IR(B-II)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, DEOKI PALACE ROAD,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 100 of 1996

In the matter of dispute :

#### BETWEEN

Regional Manager,  
Central Bank of India,  
Belanganj, Agra

#### AND

President,  
Central Bank Employees Congress,

28/299, Gokulpura Agra

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-12012/166/95-IR (B-II) 16-10-96 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Central Bank of India, Agra to debar Shri R. K. Chaturvedi Clerk for promotion to officer cadre and other spl. Allowance carrying posts for three years w.e.f. 24-12-84 is legal and justified ? If not, to what relief he is entitled ?"

2. It is necessary to give the detail of the case as after sufficient service the concerned workman has not filed claim statement. Hence the reference is answered against the concerned workman for want of prosecution and proof and concerned workman is not entitled for any relief.

Sd./-

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 1997

का.आ. 1371:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[संख्या एल-12012/32/79-आई आर बी-2डी IIए]

सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 23-4-1997.

[No. L-12012/32/79-IR (B-II)/D-II (A)]

SANATAN, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 21/80

In the matter of dispute :

#### BETWEEN

Shri N. K. Bansal,  
K/B-79 Kavi Nagar,  
Ghaziabad.

#### Versus

The Zonal Manager,  
Central Bank of India,  
Link House, A, Bahadurshah Zafar Marg,  
New Delhi.

#### APPEARANCES :

Shri D. D. Kapoor—for the Management.

Shri N. K. Bansal—workman in person.

#### AWARD

The present adjudication arises from the order of the High Court of Delhi dated 13-1-93, setting aside the Award dated 4-2-88 given by the then Presiding Officer of this Tribunal, Shri G. S. Kalra in I. D. No. 21/80 and directing this Tribunal to reconsider the case of the petitioner workman, Shri N. K. Bansal afresh on merits in accordance with law.

2. On receipt of the order of High Court, notices were issued to the parties to file their written statements/arguments in support of their respective cases. Shri N. K. Bansal (hereinafter referred to as the 'workman') filed his written arguments dated 16-11-93 and the Management of Central Bank of India (hereinafter referred to as 'Management') filed their written arguments dated 21-7-94. The workman also filed his rebuttal arguments dated 20-2-95 in writing. Thereafter, the parties were given opportunities for oral arguments. The Management was represented by their officer, Shri D. D. Kapoor while the workman appeared for himself. The parties rested their respective arguments on the material already on record and cited case law in support of their respective cases. No additional evidence was adduced by the parties.

3. Before giving my award in the light of the order of High Court, I feel it necessary to set out the history of the case in brief. The case has a chequered history. The dispute originated consequent upon termination of the services of 8 temporary workmen including the workman in July, 1972. These 8 workmen had been working as temporary Assistant Cashiers in various branches of the Bank in Delhi. The Central Bank Employees' Union (Delhi) had raised an industrial dispute over the termination of services of these 8 workmen which was referred by the Central Government to CGIT, Delhi for adjudication and was registered as CGIT case No. 12 of 1975. The dispute was subsequently transferred to this Tribunal and was renumbered as I. D. No. 58-1977. The terms of reference in the said dispute were as under :—

"Whether the management of Central Bank of India was justified in terminating the services of Sarvshri Vijender Kumar Jain, Narender Kumar Jain, Sher

Singh Jain, Satish Chand Jain, Rajinder Prakash, N. L. Bansal, Jagmohan Jain and Kaushal Kishore Gupta, Assistant Cashier-cum-Godown Keepers with effect from the 26th July, 1977? If not, to what relief are these workmen entitled?"

During the pendency of adjudication proceedings in the above dispute, a settlement dated 1-6-77 was arrived at between the Management and Central Bank Employees' Union (Delhi), in terms of which the Management agreed to take back in service 4 out of the 8 affected workmen namely Sarvshri Vijender Kumar Jain, Satish Chand Jain, Narinder Kumar Jain and Sher Singh Jain and as regards the other 4 workmen namely Sarvshri N. K. Bansal (workman), Jagmohan Jain, Rajinder Prakash and Kaushal Kishore, the Union agreed not to press the cases of termination of services of these 4 workmen. The Settlement was filed by the parties with a joint application of the parties before the then Presiding Officer of the Tribunal Shri Mahesh Chandra, who recorded the statements of the parties and gave a "No Dispute Award" dated 29-12-77. Thereafter, two out of the 4 workmen namely Shri N. K. Bansal (the workman) and Shri Jagmohan Jain, whose cases were not pressed by the Union in the Settlement dated 1-6-77, moved an application dated 14-2-78 before this Tribunal. This application was registered as LCA No. 36/1978. In this application a prayer was made for restoration of the proceedings in the aforesaid dispute and for hearing and adjudicating upon the dispute in so far as it related to the termination of their services, the grounds taken in the application being that the two applicant workmen were not parties to the Settlement dated 1-6-77, and that the said settlement had been reached to favour the 4 workmen by collusion between the Union and the Management and that they were also not aware of the proceedings going on before the Tribunal. Later on, an application was also moved by Shri N. K. Bansal, workman in the said LCA 36/78 for amendment of the main award by substituting the same 'N. K. Bansal' as 'N. L. Bansal' mentioned in the order of reference dated 2-4-75. This application of the workman was however dismissed by the then Presiding Officer, Shri Mahesh Chandra by an order dated 6-2-79, stating as under :—

"Now this application for amendment of award has been made by one Mr. N. K. Bansal in an application challenging the main award. From the perusal of the order of reference and the award, I find that there is no apparent conflict as to the particulars of workman but Shri R. N. Tandi, the representative of the workman submits that in fact that the mistake as to the name of Shri N. K. Bansal had crept in the order of reference.

In so far as this award is in consonance with the order of reference I do not think that this application by Shri N. K. Bansal is at all maintainable and as such fails on this short ground as he was not a party in the reference. In consequence the application for amendment of the application also fails and both are dismissed.

It shall be open to Shri N. K. Bansal to seek his remedy at the appropriate level."

It appears that the workman, Shri N. K. Bansal then moved the Central Government for making a fresh reference in his case, and the Central Government in the Ministry of Labour vide its Order dated 7-4-80 No. L-12012/79-DII (A) referred the dispute in relation to the workman for adjudication with the following terms :—

"Whether the action of the management of Central Bank of India, New Delhi, in terminating the services of Shri N. K. Bansal, Assistant Cashier-cum-Godown Keeper in Sahadra Branch of the said Bank with effect from 27-7-72 is justified? If not, to what relief is the concerned workman entitled?"

4. This order of reference was registered as I. D. No. 21/80 and came up for adjudication before my Predecessor, Shri G. S. Kalra who gave an Award dated 4-2-88, in which he disagreed with the order of the Predecessor, Presiding Officer, Shri Mahesh Chandra dated 26-2-79, stating as under :—

"3. With due respects to my learned predecessor, I am not in agreement with the said order passed by my predecessor in so far as it related to his observations that the workman, Mr. N. K. Bansal was not a party to the reference. As I can see, there was a typographical error in the order of reference of the Ministry of Labour No. L-12012/35/73-I.R. B III dated 2-4-75 wherein the name of the workman was given as N. L. Bansal instead of N. K. Bansal. The very mistake got reflected in the award dated 29-12-77 of this Tribunal and rightly so, because the mistake did not come to the notice of the Presiding Officer. However, there is no doubt whatsoever that the order of reference as well as the award related to the workman also. In the first instance, there is no dispute whatsoever that the workman, N. K. Bansal was one of the persons out of the 8 workmen, who had raised the industrial dispute which resulted in the reference being made. Secondly, in the statement of claim filed on behalf of the workmen also, the name was clearly spelled out as N. K. Bansal. The Management also had no doubt about the identity of the person who had in its written statement as well as evidence produced in I. D. No. 58/77 taken the reference as pertaining to the 8 workmen including the workman, Shri N. K. Bansal. The right thing to do was to advise the workman to get the error in the order of reference corrected and then apply for the correction of the award whereafter the application for re-opening the case could be considered and in that event his application for amendment of the application LCA 36/1978 would have become redundant. However, no damage has been done nor any prejudice caused to the workman as a result of the said order dated 26-2-79 of my predecessor, because the matter already stands re-opened with the fresh reference having been made by the Government. However, it cannot be said that the previous reference and the award in I. D. No. 59/77 did not pertain to the workman. I hold that the said order of reference and the award in I. D. No. 58/77 does pertain to the workman also."

Then, after examining the effect of the Award dated 29-12-77 based on the settlement dated 1-6-77 on the claim of the workman in the fresh reference dated 7-4-80 (I. D. No. 21/80), and discussing the case of the workman on merits, he came to the following conclusion and made the award on 4-2-88 as follows :—

"8. An overall view of the entire facts and circumstances of this case gives the impression that the workman was not interested in the job and had raked up the dispute for pecuniary gain. The services of the workman had been dispensed with on 26-7-72. The I. D. No. 12 of 1975 was registered on 10-4-75 and remained pending in the Industrial Tribunal, Delhi and subsequently before this Tribunal till 29-12-77 when the 'No Dispute' award was given on the basis of settlement, but the workman wants it to be believed that he did not know what was the proceedings going on before the two Tribunals nor was he a member of the Union nor was he represented by the Union. This itself indicates that he was not interested in his reinstatement in service, as he has already been observed. This contention of the workman is not correct and he was, in fact, member of the Union and was represented by the Union. In that event the statement of Shri Tara Chand, General Secretary of the Union in his reply to the application LCA No. 36/78 that the case of the workman was not pressed because the Union had information that the four persons including the workman were no longer interested in the job, becomes significant. It is also to be noted that the workman has acquired the qualification of B.A.L.L.B. as admitted by him in his statement as WW-1. Although, the workman has denied the suggestion that he is a registered as Advocate at Ghaziabad, in all probability, he is practising as Advocate.

9. In view of the discussion made above, even on merits the workman fails and the reference is answered against the workman."

5. Aggrieved by the Award dated 4-2-88 given by my learned predecessor, Shri G. S. Kalra, the workman filed a written petition (Civil Writ Petition No. 2454/88), challenging the said Award. The said Writ Petition was heard by a single judge of the High Court of Delhi, who disposed it by his order dated 13-1-93, setting aside the impugned Award and directing this Tribunal to reconsider the case of the petitioner afresh on merits in accordance with law. I feel that for the purpose of determining the questions which are to be decided in the light of the order of High Court, it is necessary to go into the relevant parts of the order of the High Court, which are extracted hereinafter :—

"The main ground on the basis of which the petitioner had challenged the Award was that he was neither a member of the Central Bank Employees Union nor had he given any authority to the said Union or any body else to reach settlement dated 1-6-77 on his behalf and the settlement reached between the Central Government Industrial Tribunal and the Management is not binding on him. On the basis of the settlement 'No Dispute Award' was given on 29th December, 1977 in I. D. No. 58/77, which did not bind him. He has also challenged the Award on merit that he was seniormost employee out of the lot of temporary employees and his juniors have been reinstated. The most material point of controversy is when the petitioner was neither a member of the Central Bank Employees Union nor had he authorised the said Union to represent his case before the Central Government Industrial Tribunal and whether the said settlement not binding on him."

Then, after recording that nobody had come forward on behalf of the respondents to defend the case for any counter affidavit had been filed, in the absence of the counter affidavit, the averments made by the petitioner had to be accepted as correct as un rebutted, the High Court stated as follows :—

"In these facts and circumstances when the petitioner was neither a member of the Union nor had he authorised the said Union to represent his case, the question arises for consideration is whether the settlement reached between the Union and the Management is binding under Section 18(1) of the Industrial Disputes Act, 1947. Admittedly the settlement has been arrived at by an agreement between employees and the management otherwise than in the course of conciliation proceedings and the case is covered under Section 18(1) of the Industrial Disputes Act, 1947."

After referring to the decisions of Supreme Court in *Brook Bond India Ltd. Vs. The Workmen* (AIR 1981 SC 1680) and in *Tata Chemicals Ltd. Vs. The workmen* (AIR 1978 SC 823), the High Court further observed as under :—

"Since the petitioner was neither a member of the Union nor he had authorised the said Union to represent his case nor was a party to the settlement, the settlement is not binding on him. The Labour Court has given the Award on the ground that the settlement is binding but the version of the workman is that he was not the member of the Union nor has he authorised the Union, has been disbelieved. However, this finding has been challenged by Mr. Inderbir Singh, learned counsel for the petitioner that such a finding is based on no evidence."

Lastly, the High Court, after observing that the Enquiry Officer must apply his mind to the evidence and discuss it in order to arrive at a conclusion, the High Court has noted as follows :—

"I find that the Labour Court while awarding award of 'No Dispute' on the basis of the settlement has disbelieved the version of the workman that he did not know that what was the proceedings going on before the two Tribunal, nor was he a member of the Union nor was he represented by the Union. According to him, this itself indicates that he was not interested in his reinstatement in service and that, in fact he was a member of the Union and was represented by the Union. No doubt such a finding has been given by the Labour Court, but

he was not discussed the evidence on the basis of which he has come to the aforementioned conclusion which shows the non application of mind."

The High Court had gone on to further observe that—

"Since the case is un rebutted by the respondents and no record is available with the Court, such a finding can also not be scrutinised by this Court whether or not such a finding is based on any evidence, but, at any rate, as already stated, it was incumbent on the Labour Court to scrutinise the evidence and thereafter only, the Court could come to the conclusion that the petitioner was a member of the Union and was represented by the Union and had his authority."

6. On a reading of the order of High Court, I am of the opinion that the issues which arise for determination in the light of the order of High Court, are as under :—

(A) The settlement dated 1-6-77 on the basis of which the 'No Dispute Award' dated 29-12-77 was made, not being a settlement reached in conciliation proceedings but being an agreement between the management and the Union otherwise than in conciliation proceedings, as held by the High Court, was there any evidence on record of the Tribunal to come to the conclusion that the workman was a member of the Central Bank Employees Union and had authorised the said Union to represent him before the Tribunal and to reach a settlement with the management in his case ?

(B) If the settlement dated 1-6-77 on the basis of which the 'No Dispute' Award dated 29-12-77 was made by the Tribunal was not binding on the workman, what relief, if any, he is entitled to ?

7. As regards the first question, there is no manner of dispute that the order of reference dated 2-4-75 which culminated in the No Dispute Award dated 29-12-77 related to termination of services of 8 individual workmen. Hence, I am of the view that even though the dispute may have been initially sponsored by the Union, the dispute relating to the termination of services of the 8 individual workmen named in the order of reference did not cease to be industrial disputes in terms of Section 2-A of the Industrial Disputes Act, 1947 (which was inserted in the said Act in 1965). Section 2-A reads as under :—

"Whether any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between the workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."

It is, therefore, clear from a reading of Section 2-A, that by this Section, an exception was made to the principle of collective bargaining and after the introduction of this Section, it is not necessary in matters relating to termination, discharge, dismissal or retrenchment that there must be an espousal by the Union of the workman's cause. It is, therefore, follows that in matters relating to termination, discharge, dismissal or retrenchment, the Union cannot enter into a settlement with the management which will be binding on the workman whose service is terminated without his consent. Therefore, on this ground alone, the settlement dated 1-6-77 would not be binding on the workman unless there was evidence that the workman had given his consent to the Union to negotiate and settle his case with the management. Since, such consent should have been in writing and could not be presumed and neither the management nor the Union brought on record the written consent, if any, given by or obtained from the workman at the time of or before the signing of settlement dated 1-6-77, I am unable to hold that the settlement dated 1-6-77 was arrived at with the consent of the workman. Moreover, the said settlement also does not bear the signatures of the workman so as to show that he was a party to the said settlement, nor any letter of the workman authorising the Union to settle his case also does not bear the signatures of the workman so



case with the management was brought on record of the Tribunal at any stage by the Union or management. I have also gone through the statement of claim filed by the Union in the main reference dated 2-4-75, but I do not find any averment therein that the workman was its member or had authorised it to represent him in the proceedings before the Tribunal relating to his case in the said reference. No Union, nor his letter of authority in favour of the Union to represent him in the proceedings before the Tribunal was annexed to the Union's statement of claim, nor produced at any stage of the said proceedings. I have also perused the proceedings before the then Presiding Officer, Shri Mahesh Chandra in the main reference, but do not find that the workman had appeared before the Tribunal on any date till the making of settlement dated 1-6-77 before the Tribunal, resulting into No-Dispute Award dated 29-12-77. On the other hand, even in its reply dated 3-4-78 filed by the Union in I.D. No. 58/77, the Union had stated in para 5 thereof somewhat vaguely that "it was the choice of the applicants to be personally present before the Tribunal and it was not incumbent upon the Union to apprise them of the day to day proceedings before the Tribunal." It was further stated in para 7 of Union's reply dated 3-4-78 that "After the reinstatement of the said four workmen w.e.f. 4-6-77, the applicants No. 1 and 2 did approach the Union for pressing their cases also before the management. These averments of the Union in its reply dated 3-4-78 show that the Union had not even taken the workman into confidence before signing the settlement dated 1-6-77. I have also perused the affidavit of Mr. K. Raheja MW1 dated 5-7-83 filed before my learned Predecessor, Shri G. S. Kalra and find that nowhere in his affidavit he had claimed that the workman was a member of Central Bank Employees Union and/or he had authorised the Union or its General Secretary to represent him either before the management, or before the conciliation officer, or before the Tribunal. On the other hand, MW1 who, I observe, had signed the settlement dated 1-6-77 as a witness, stated on cross-examination that he did not participate in the negotiations between Tara Chand Gupta and the management and that the authority of Shri Tara Chand Gupta to settle the matter of the 8 workmen may be examined by the Tribunal from the record. Thus, even the evidence of MW1 did not establish that the workman was a member of the Union or had authorised the Union to represent him before the Tribunal or had authorised the Union to settle his case with the management. Though it was the contention of the workman that he was not aware of the proceedings going on before the Tribunal in the main reference dated 2-4-75, but I find myself unable to accept this contention of the workman because the order of reference had been published in the Govt. Gazette and so, it was his own duty to find out what were the proceedings going before the Tribunal in his case. However, this did not dispense with the legal requirement that the Union should have obtained the workman's letter of authority to represent him before the Tribunal and also to obtain his written authority to settle his case before the management before signing the settlement dated 1-6-77.

8. Therefore, after perusing the record before the Tribunal I find that the workman was not a member of the Central Bank Employees Union, nor he had authorised the said Union to represent him before the Tribunal in the proceedings relating to the main reference dated 2-4-75 and he had also not authorised the Union to settle his case with the management at any time before the settlement dated 1-6-77 was arrived at between the Union and management. Hence, neither the settlement dated 1-6-77, nor the No Dispute Award dated 29-12-77 passed by the then Presiding Officer, Shri Mahesh Chandra on the basis of the said settlement was binding on the workman and did not conclude the dispute relating to termination of his services.

9. In his written arguments dated 16-11-93, the workman has relied on the above question on a judgment of Delhi High Court in *Co-operative Stores Ltd. Vs. Ved Prakash Bhambari* (1990-1-LLJ-119) in which it was held that a settlement, to be a valid one, even if arrived at otherwise than in the course of conciliation proceedings, has to be in the prescribed form and in accordance with the rules. It is not necessary to decide this issue because the High Court has already decided this question in its order dated 12-1-93 and held that the settlement dated 1-6-77 would not be binding on the workman unless there was evidence that the workman was a member of the Union, had authorised the

Union to represent him before the Tribunal and had also authorised the Union to settle his case with the management. Another judgment relied upon by the workman was the decision of Allahabad High Court in *Shri P. K. Mishra Vs. State of U.P.* (1992 Lab. I. Cases-18/1) in which it was held that a settlement relating to termination of services of a workman would not be binding on the workman unless he consents to the settlement. I have already discussed this position in law earlier hereinabove and as discussed above the settlement dated 1-6-77 was not binding on the workman, as he was not a party thereto, nor had consented thereto and had also not authorised the Union to settle his case with the management. In his rebuttal arguments, the workman has pleaded that a No Dispute Award is no award in the eyes of law and so, the No-Dispute Award dated 29-12-77 was even otherwise not binding on him. The workman has cited decisions of various High Courts in support of his contention. However, it is not necessary to go into this question when I have held that the settlement dated 1-6-77 on which the No Dispute Award dated 29-12-77 was based was not binding on him for the other reasons given by me earlier.

10. The Management, on their part, have also cited a number of court decisions in support of their view point on the above question. I have perused the decisions, cited by the management. In *Poona Mazdoor Sabha Vs. G. K. Dhumra* (1956-11-LLJ-319), the Bombay High Court had taken the view which does not help the management's case. What was held therein was that industrial law takes no notice of any private settlement or agreement. In *Anglo Indian Jute Mills Ltd. Vs. 5th Industrial Tribunal* (1971-Lab. I. Cases-58), the issue before Calcutta High Court was in regard to the effect of termination of a settlement and not the issue of binding effect of a private settlement in a dispute relating to termination of services of an individual workman. So also was the case in *Workers & Staff of Govt. Soap Factory Vs. State of Mysore* (1971 Lab. I. Cases-79) in *Tata Chemicals Ltd. Vs. Its workman* (1978 SCC (L&S) 418), the case did not relate to dispute over termination of services and, on the other hand, the Supreme Court, on discussing the definition of two kinds of settlements, held in regard to a settlement reached otherwise than in conciliation, that such a settlement would be binding only on the parties thereto, if it is in the prescribed manner and copy thereof has been sent to the officer authorised by the Government and the Conciliation Officer. In *LIC of India Vs. D. J. Bahadur* (1981 1 LLJ 2), the case before the Supreme Court related to a bonus dispute and not to termination of services. In rebuttal, the workman has relied on the Supreme Court decision in *Binny Ltd. Vs. Their Workmen* (1972-Lab. LC-1141) in which the facts of the case were mostly the same as in the present case and held as under :-

"We do not however see any reason to hold that the dispute which had already been referred by Government should cease to be one in respect of a portion of it merely because the Union did not choose to represent the case of a particular dismissed employee. If there was an industrial dispute at the time of reference, it would not cease to be one merely because the claim of some of the dismissed employees was settled by mutual agreement."

The above decision of the Supreme Court further fortifies the view the settlement dated 1-6-77 forming the basis of No Dispute Award dated 29-12-77 did not conclude the case/dispute of the workman and was not binding upon him.

11. Having decided the first question as hereinbefore, I now proceed to discuss the next question as to what relief, if any, the workman would be entitled to.

12. Indisputably, all the 8 workmen including the workman, whose cases of termination were referred to this Tribunal by Government order dated 2-4-75 were appointed as temporary Assistant Cashier-cum-Godown Keepers for some period in 1972 and their services were terminated in July, 1972. Admittedly, none of them had worked for 240 days during 12 calendar months preceeding the date of their termination so as to attract the provisions of Section 25F of the Industrial Disputes Act. There is, however, a controversy between the parties as to whether the termination of services of the workman w.e.f. 27-7-72 constituted retrenchment within the meaning of section 2(oo) of the Industrial Disputes Act, as it then stood. The management's contention is that since the work-



man had not worked for 240 days during a period of 12 calendar months preceding the date of termination of his services, the termination of his services did not amount to retrenchment, and so he would not be entitled to the benefit of Section 25H of the Act. In support of his contention that notwithstanding the fact that he had not worked 240 days during 12 calendar months preceding the termination of his services, the termination of his services still constituted retrenchment, the workman had relied on the following decisions of Supreme Court:—

State Bank of India Vs. N. Sundramony (1976 Lab. I. Cases 169) S. K. Verma vs. Industrial Tribunal, Delhi (1980 Lab. I. Cases-1292) Santosh Gupta vs. State Bank of Patiala (1980 II LLJ 72).

In all these cases, it was decided that the termination by notice or time or otherwise on the ground of failing to qualify at written test for permanent appointment in the bank would constitute retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act. The workman also referred to an Award of my learned predecessor, Shri G. S. Kaura in I.D. No. 65/65 between Shri Vanesh Kumar Bajaj Vs. The Division Manager, Andhra Bank, in that case, the concerned workman had worked for a total period of 215 days as a temporary clerk before his services were terminated by the concerned Bank. Shri G. S. Kaura, after discussing Supreme Court decisions in Sundramoney's case and Santosh Gupta's case, and a decision of Bombay High Court in Navbharat Hindi Daily Vs. Navbharat Shramik Singh (1984 Lab. I. Cases 45) held that S. 25-G of Industrial Disputes Act was independent of S. 25-F and that for the purpose of application of S. 25G, it would not be necessary that the workman must have worked for 240 days during 12 calendar months. If that is so, the same would also be true of S. 25H. In this view, I am fortified by a recent decision of Supreme Court in Central Bank of India Vs. S. Satyam (1996-Lab. I. Cases-2248), in which it has been held that S. 25H has been enacted for all cases of retrenchment and not only for benefit of workmen to whom S. 25F would apply. But, in the present case, even if the termination of services of the workman constituted retrenchment within the meaning of S. 2(oo) of the Industrial Disputes Act, it would not help him to say that the termination of his services was in breach of S. 25F or 25G because admittedly he had not worked for 240 days during the 12 calendar months preceding termination and because services of all the 8 workmen were terminated on a common date. However, the workman would come within the protection of S. 25H, which came into play when the management re-employed 4 out of the 8 workmen, whose services were terminated in July, 1972, but the workman was left out from the benefit of such re-employment.

13. Whereas the termination of services was not in breach of Sections 25F and 25G of the Industrial Disputes Act, as discussed in the preceding paragraph, I now proceed to examine the other grounds urged by the workman to impugn the termination of his services w.e.f. 27-7-77. The workman has pleaded that the termination of his services was bad as the bank did not comply with the provisions of paragraphs 522(4) and 522(6) of the Sastry Award, which were binding on the Bank. These provisions read as under:—

"522. We now proceed to the sub subject of termination of employment. We give the following directions :

- (1)
- (2)
- (3)
- (4) The services of any employee other than a permanent employee or a probationer may be terminated, and he may leave service, after 14 days' notice. If such an employee leaves service, without giving such notice, he shall be liable for a week's pay (including all allowances).
- (5)
- (6) In case of contemplated closing down or of retrenchment of more than 5 employees, the following procedure shall be observed :—
  - (a) two months' notice of proposed action shall be given individually to all the employees concern-

ned, with a statement of the reasons for such proposed action;

- (b) the manager or the officer empowered in this behalf shall within the period of such notice hear any representation from the employee concerned or any registered trade union of employees;
- (c) after the hearing of such representation and the receipt of a report in the matter, if necessary, by the management, if it decides to give effect to the contemplated closing down or retrenchment in the original or an amended form, the services of the employees may be terminated by giving notice or payment in lieu thereof for the period prescribed above.

In support of his contention as to the binding character of the provisions of an award, the workman has relied on the following of section of Supreme Court in its decision in LIC of India Vs. F. J. Khadur (1981 I LLJ 1) :—

"It is obvious from S. 18 that a settlement, like an award, is also binding. What I emphasise is that an award, adjudicatory or arbitral, and a settlement during conciliation or by agreement, shall be binding because of statutory sanction."

The workman has also relied on a judgment of High Court of Delhi in Bank of Maharashtra Vs. O. P. Malyaliya (1985 ILLJ 185) in which it has been held by the High Court as under —

"Assuming arguendo that the terms and conditions of service of bank employees as embodied in the Sastry Award as modified have not acquired statutory force, there can be no shadow of doubt that the same are still binding on the parties and the bank must observe the same scrupulously being a statutory body while dealing with a case of public employment."

The workman has, therefore, pleaded that as the bank failed to observe the aforesaid provisions of the Sastry Award while terminating the services of the workman along with the other 7 workmen, the termination of his services was illegal and unjustified. He has also pleaded that the fact that the management agreed to reinstate 4 out of the 8 workmen whose services were terminated in July, 1972 itself showed that the management had felt that the terminations were unjustified. I observe that the management have not been able to counter the above arguments of the workmen, nor brought to my notice any case law to contradict the arguments of the workmen. Hence, I hold that the termination of services of the workman w.e.f. 27-7-72 was unjustified.

14. This takes me to the next and last question as to what relief, if any, the workman is entitled in the facts and circumstances of the case. No doubt the management had reinstated 4 out of the 8 temporary Assistant Cashier-cum-Godown Keeper whose services were terminated in July, 1972. It is not the case of management that those 4 temporary workmen were reinstated as Permanent workmen w.e.f. 4-6-77 because they had qualified the Bank recruitment test in 1972 or thereafter. But 25 years have elapsed since the services of the workman were terminated in July 1972 and 20 years since the 4 workmen were re-instated as permanent workmen in June, 1977. It is on record and admitted by the workman that after termination of his services, he started working as an advocate. He has not stated in his arguments that he had ceased practising as an advocate, if not, more, than what he would have earned if he had that the workman must have well established himself as a practising advocate and, therefore, must be earning as much, if not, more, than what he would have earned if he had continued as a clerk in the Bank. Moreover, the Bank must have appointed many clerks after the termination of services of the workman, some of whom may have been promoted to higher cadre or must have become due for such promotion and so, the reinstatement of workman at this stage may lead not only to heart-burning among such employees including the 4 workmen reinstated on 4-6-77, who were not impleaded as parties before this Tribunal at any

stage to place their case. In the meantime, the recruitment rules of the Bank have undergone a sea change and, as pleaded by the Bank, the recruitments to clerical cadre in the Bank are being made for long by the Banking Service Recruitment Board. Taking all these and other facts and circumstances into consideration, I feel that it would be unfair and inequitable to direct the bank to reinstate the workman in service and to put him at par with the 4 absorbed workmen and therefore, the proper course will be to grant some monetary relief to the workman in lieu of reinstatement. Accordingly I direct that the workman be paid 25 per cent of the pay and allowances of a clerk from 4-6-77, the date of absorption of the four workmen as permanent clerks till the date of this Award. However, no other benefits such as of leave, leave encashment, gratuity, provident fund, pension etc. nor of promotion will be given to the workman and he will only get 25 per cent of the pay and allowances which he would have got if he had continued as a clerk from 4-6-77 to the date of this Award. The parties will bear their own costs. Award is made accordingly.

Further it is ordered that the requisite number of copies 6 of this award may be forwarded to the Central Govt. for necessary action at their and.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 1997

का.अ. 1372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबन्धन के सबद्ध नियो-जकों और उनके कर्मचारों के बीच, अनुवन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[सं. एल-12012/293/91-आई आर (बी-II)]  
सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 23-4-1997.

[No. L-12012/293/91-IR (B-II)]  
SANATAN, Desk Officer

### ANNEXURE

BEFORE SRI B K SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR, DEOKI PALACE ROAD KANPUR.

Industrial Dispute No. 199 of 1991

In the matter of dispute between :

General Secretary Union Bank of India Employees Union 628/33, Murari Nagar Faizabad Road Lucknow-226001.

AND

Regional Manager  
Union Bank of India  
8, M. G. Marg P. B. No. 305  
Lucknow.

### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/293/91-IR-B.II datd 17-12-1991 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Union Bank of India in imposing the penalty of stoppage of six annual increments with cumulative effect on Sh. Mohd. Usman Peon is justified? If not, to what relief is the workman entitled to?

2. The concerned workman Mohd. Usman was a member of opposite party Union Bank of India and was posted as a peon at Dayal Bagh Branch Smt. Kamna Bajpai was also posted there as an officer of the bank. The concerned workman was issued a chargesheet on 28-2-89 which runs as under—

On 15th February 1989, when Smt. Kamna Vajpayee officer, was going up the stairs of Dayalbagh Branch to the lunch room for having her lunch Sri Mohd. Usman who was coming down the stairs, caught her Smt. Vajpayee's hand and tried to physically assault and manhandle her. Sri Usman thereafter admitted his actions as above and pleaded for forgiveness. At 4.45 p.m. Sri Mohd. Usman left the branch without taking prior permission and failed to report for duties whereafter till date.

Sri Mohd. Usman is informed that the afore-said acts commission on his part constitute the following misconducts and Sri Mohd. Usman is hereby charged of the same—

#### Gross Misconduct :

1. Riotous and indecent behaviour on the premises of the bank.
2. Doing an act prejudicial to the interest of the bank.

#### Minor misconducts :

1. Committing nuisance on the premises of the bank.
2. Failure to show proper consideration or courtesy towards an officer of the bank.

Later on the corrigendum was issued on 20-4-89 by which it was alleged that the concerned workman had kissed Smt. Kamna Vajpayee and thereby had committed a misconduct. One Ravindra Raj was appointed as enquiry officer. After completing his enquiry he submitted his report dated 13-10-89, on the basis of which the delinquent was issued a notice for dismissal. Any how on his representation the punishment was reduced to stoppage of six annual increments with cumulative effect. Feeling aggrieved he has raised the interest case/industrial dispute.

3. In the claim statement it was alleged that enquiry was not fairly and properly held and that he had not committed any misconduct. The opposite party has filed reply in which it was maintained that enquiry was fairly and properly held and the concerned workman had actually indulged in misconduct as embodied in the chargesheet.

4. In the rejoinder nothing worth mentioning was alleged.

5. On the pleading of the parties preliminary issue was framed regarding fairness and propriety of domestic enquiry. This tribunal vide finding dated 9-5-95 held that enquiry was not fairly and properly held. Hence the management was given any opportunity to prove the misconduct on merits.

6. In support of their case the management have examined Sri R. M. Agarwal who was posted as Branch Manager at the material time. He has stated that Smt. Kamna Vajpayee was also posted as officer of the bank whereas the concerned workman was working as peon cum waterman. When at about 2.30 or 3.0 p.m. he returned after taking his lunch he saw Kamna Vajpayee sobbing and on enquiry she told him that the concerned workman has misbehaved with her the details of which has been given in the chargesheet. In his cross examination he has stated that this incident of assault was made inside the premises of the bank. He has further stated that this occurrence had taken place at staircase which is part of the premises.

7. In rebuttal there is evidence of the concerned workman. He had stated that he had never indulged in any indecent behaviour with Smt. Kamna Vajpayee. He had good relation with her. Besides there is Ext. M-9 and M-6 admission dt. 5-3-89 and 6-10-89 by which the concerned workman had tendered unqualified apology. In this case the evidence of Smt. Kamna Vajpayee could not be produced as she has resigned from the service because of the above mentioned indecent episode. This is true that evidence of R. M. Agarwal M.W. 1 is direct still in some cases hearsay evidence can also be made admissible. In the instant case there is special feature that Smt. Kamna Vajpayee has resigned from service. She had revealed the fact Sri R. M. Agarwal immediately after occurrence, hence it is admissible. Besides it find support from

the admission of the concerned workman in Ext. M-9, the unqualified apology dated 25-3-89. In view of this clinching evidence, I accept the version of the management and disbelieve the version of the concerned workman. Accordingly it is held that the concerned workman had actually committed misconduct as found in charge sheet dated 28-2-89 and corrigendum dated 20-4-89.

8. It was urged that in any case this misconduct was committed outside the premises, hence concerned workman cannot be punished. I do not agree with this contention. From the evidence of R. M. Agarwal M.W. 1 it becomes clear that the staircase where this incident occurred it becomes part of the bank premises. Hence, I overrule this contention.

9. In the end my award is that the concerned workman did commit the misconduct as per chargesheet and he has been rightly punished. Thus he is not entitled for any relief.

Date 8-4-97

B K SRIVASTAVA, Presiding Officer.

नई दिल्ली, 24 अप्रैल, 1997

का.अ. 1373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुसन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[सं. एल-12012/256/93-आई आर (बी-II)]  
सनातन, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 23-4-97.

[No. L-12012/256/93-IR (B-II)]  
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 30 of 1994

In the matter of Dispute :

## BETWEEN

General Secretary, Central Bank of India  
Staff Association, C/o B. P. Saxena, 426  
W-2, Basant Bihar, Kanpur.

## AND

Regional Manager, Central Bank of India,  
Regional Office, Deoria.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/256/93-I.R.-B-2, dated 24-3-94, has referred the following dispute for adjudication to this Tribunal

Whether the action of the management of Central Bank of India, Deoria in refusing promotion to Sri Anil Kumar Rai, Sub-Staff to Clerical Cadre as per clause 9-2 of the promotion policy agreement is justified? If not, what relief is the said workman entitled to?

2. Para 9.2 of Promotion Policy Agreement reads as under—

A member of the subordinate staff who, after joining the bank's service in subordinate cadre, has passed Matriculation/Higher Secondary Certificate Examination in First Division from a Recognised Board set for the purpose by the Central/State Government, or its equivalent and has also passed in English and Arithmetic as subjects therein, shall be promoted straight away in the first available vacancy.

3. The concerned workman Anil Kumar Rai was admittedly employed in sub staff at Bramhaskola Branch District Deoria of the opp. party Central Bank of India w.e.f. 21-11-93. His case is that in between the date of written test and interview he had passed High School in 1983. Subsequently after his employment he had passed High School in English also. By passing in this subject alone according to above mentioned para of the agreement a sub staff who had passed High School having English and Arithmetic as his subject was entitled for promotion straight away subject to availability of post. Since he had passed High School in English subsequent to his employment it will be deemed that he had passed high school subsequent to his employment. Hence in terms of provisions of above mentioned para 9.2 of Promotion Policy Agreement he is entitled for promotion.

4. The opposite party has in its reply disputed the interpretation of concerned workman of para

9.2 of Promotion Policy Agreement and has alleged that in this case it will be deemed that the concerned workman had passed high school before employment.

5. In the rejoinder nothing new has been said.

6. Thus the only point which needs determination is as to whether by passing High School in English subject subsequent to employment will make him eligible for promotion. I am not inclined to answer this question against the workman as in my opinion it will be deemed that he had passed High School before his appointment. It will also be deemed that by clearing English subject this qualification will relate back to the year of passing High School. The vice versa will not be correct as by passing in one subject the year of passing of High School will not be advanced to the year of clearing of High School in one subject. In view of this interpretation, I am of the opinion that concerned workman is not entitled for benefit of para 9.2 of the said Promotion Policy Agreement as he had not acquired High School subsequent to his employment. The reference is answered accordingly and the concerned workman is not entitled for any relief.

Dated : 2-4-1997.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 अप्रैल, 1997

का.आ. 1374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-97 को प्राप्त हुआ था।

[सं. एन-12012/129/93-आई आर (बी-II)]

सनान, डेस्क अधिकारी

New Delhi, the 24th April, 1997

S.O. 1374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 23-4-97.

[No. L-12012/129/93-IR(B-II)]

SANATAN, Desk Officer

## ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-Cum-LABOUR COURT DEOKI PALACE,  
ROAD, PANDU NAGAR, KANPUR.

INDUSTRIAL DISPUTE NO 83 of 1996

In the matter of dispute between :  
Deputy General Manager,  
Canara Bank, 4 Sapru Marg,  
Lucknow.  
AND  
State Vice President,  
U.P. Bank Worker Organisation,  
24, Laxmi Market, Belanganj,  
Agra

### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. 12012/129/93-IRBII dated 4-10-93 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Canara Bank in imposing a punishment of stoppage of 4 increments with cumulative effect on Shri Sushil Kumar Verma is justified ? If not, what relief, is Shri S. K. Verma entitled to ?"

2. The concerned workman S. K. Verma was admittedly working in the cash department of the opposite party Canara Bank at New Mandi branch Hathras branch Distt. Aligarh on 31-8-87. In this branch one Lakhman Singh was having his account under D.I.R. No. 11/86. He had deposited Rs. 3500/- on that day. The concerned workman is alleged to have received the same in the branch but failed to enter into the relevant books of accounts of the Bank. On 21-4-88 Lakhman Singh made complaint in writing in this regard. On 23-4-88 Lakhman Singh made yet another application by which complaint was withdrawn. Still the management served the concerned workman with charge sheet on 2-3-89, after holding preliminary investigation one K. Ashok Kumar, an officer of the bank was appointed as enquiry officer. He recorded the statement of R. C. Chander Shekhar MW(1) who had carried out investigation and submit his report on 16-9-88. Further Shri B. Sridhar Pai the branch manager of the bank was examined as MW(2). Further seven documents were relied upon. The delinquent did not adduce any oral evidence. However he answered certain questions which were put by enquiry officer by way of clarification. The Management has also relied on the complaint by Lakhman Singh and letter dated 23-4-88 by which the complaint was withdrawn. In his report dated 2-3-89 the enquiry officer has held that charges were fully proved. After issuing show cause notice the appointing authority has awarded punishment by way of stoppage of four increments with cumulative effect. Prelim aggrieved the concerned workman has raised the instant industrial dispute.

3. The concerned workman in his claim statement had challenged the fairness and propriety of domestic enquiry and has further alleged that Rs. 3500/- were returned to Lakhman Singh as branch manager has refused to accept the money.

4. The opposite party in his written statement has alleged that enquiry was fairly and properly held and the concerned workman had misappropriated Rs. 2500.

5. In the rejoinder nothing new was alleged.

6. On the pleading of the parties a preliminary issue was framed regarding fairness and propriety of domestic enquiry. This tribunal vide finding dated 28-11-96, held that enquiry was not fairly and properly held. Hence the management was given the opportunity to prove the misconduct on merits.

7. Thereafter the management examined one V. Shridhar Pai MW(1) who was branch manager at that time at Hathras. He has stated that Ram Lakhman Singh has complained about non deposit of Rs. 3500/- in his account by the concerned workman. Later on this amount was deposited in hand of Ram Lakhman. He has further stated that after 2 P.M. the concerned workman was not authorised to accept Rs. 3500/- without his prior permission. In his cross examination he has admitted that subsequently Lakhman Singh has come and withdrew his complaint. Sushil Kumar Verma has stated that on 31-8-87 Lakhman Singh has come to deposit with Rs. 3500/- after 2 P.M. He had accepted the same and had sought permission from the manager to deposit it when the branch manager has refused he has returned the money to Lakhman Singh. Lakhman Singh has also withdrawn the complaint. While in validating the enquiry report it was observed that evidence of Lakhman Singh complainant was most

material in this case to deny subsequent payment of Rs. 3500/- by the delinquent and not withdrawing the complaint. Yet again the management has not cared to produce him to deny the version of concerned workman and furnish explanation regarding withdrawing the complaint. In its absence I has no hesitate to accept the version of concerned workman. It is accordingly held that the concerned workman returned Rs. 3500/- on very date to Lakhman Singh and thus there was no misappropriation at all hence the charge is not proved. Consequently the punishment by way of stoppage of 4 increment with cumulative effect is bad in law. Consequently he will be entitled for arrears of back wages on the premises that there is no stoppage of 4 increment with cumulative effect in the service of concerned workman.

B. R. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 1997

का. भा. 1375 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

[सं. एल-12012/56/95-आई.आर. (बी.-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1375.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, I, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 24-4-97.

[No. L-12012/56/95-IR(B-ID)]

SANATAN, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer

Reference No. CGIT-1/29 of 1995

PARTIES :

Employers in relation to the management of Bank of Baroda.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri Talsania, Advocate.

For the Workmen.—Shri V. B. Vaidya, Advocate.  
Mumbai, dated the 20th day of February, 1997

### AWARD (Part-I)

1. The appropriate Government has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Bank of Baroda Bombay in dismissing Sri B. K. Desai, Head Cashier from service vide their order dated 7-11-90 is legal and justified ? If not to what relief is the concerned workman entitled ?"

2. The workman Shri B. K. Desai was admittedly working as Head Cashier in the C. P. Tank Branch of the Bank of Baroda between the period 16th March, 1979 to 16th January, 1984. On 10-9-1981, he is said to have handled cash transactions of the Bank at the said Branch and admittedly received a sum of Rs. 10,00,000 ten lacs from the Main Office of the Bank at Bombay.

3. It is alleged that on that very day, the workman misappropriated a sum of Rs. 4,00,000 four lacs, duly entrusted to him and the modus operandi adopted was that he prepared a fictitious debit voucher purporting to show a cash remittance of Rs. 4 lacs the same day to the Main Office of the Bank, even though no such remittance had in fact been made. The workman is said to have destroyed the concerned record with a view to cover up this misappropriation. It is further alleged that the matter came to light when in spite of repeated letters from the main office, the discrepancy of Rs. 4 lacs remittance allegedly having been made, was not explained. It is also alleged that normally such a fact could have been discovered from cash receipt and payment register of the branch office but the workman, to cover up his misdeed made alterations in the relevant entries of the said book, so that the discrepancy could not be detected from the cash balance struck in the said book at the end of the transactions. In contemplation of a regular disciplinary enquiry, the workman was placed under suspension vide order dated July, 1985 issued by the competent authority. A chargesheet dated 6-12-1985 was duly served on the workman in the following terms :

"Bank of Baroda,  
(Head Office : Mandvi, Baroda),  
Zonal Office (Maharashtra),  
New Stock Exchange Tower,  
19th Floor, Dalal Street,  
Fort, Bombay-400 023,  
P.O.B. No. 1674,  
Phone 265125, 275165, 265167,  
Gram : Wadodara,  
Dated : 6 Dec. 1985.

Shri B. K. Desai,  
Bank of Baroda,  
Zonal Office (Mah),  
BOMBAY.  
Bombay.

#### CHARGE-SHEET

While you were working as Head Cashier of our C. P. Tank branch between 16th March, 1979 to 16th January, 1984, the following is reported against you :

1. On 10th September, 1981 you prepared a fictitious debit voucher purported to be in receipt of cash remittance to Bombay Main Office for Rs. 4 lacs (Rupees four lacs only).
2. You thereafter, misappropriated the amount and destroyed/caused to be destroyed the relevant records such as the pages in question of the Cash Book, Bombay Main Office Supplementary, Cash Scrool, Cash Payment Register, Cash Remittance Book, either by removing them or tearing off the relevant folios.

The Bank, therefore, charges you as under :

1. Misappropriating the bank's funds and destroying the bank's records with an intention to cheat and defraud the bank.
2. Doing acts showing lack of integrity and honesty.
3. Doing acts prejudicial to the interest of the Bank.
4. Doing acts unbecoming of a bank employee.

An inquiry will be conducted against you in respect of the aforesaid charges by Mr. I Shanmugam, who will advise you directly the date, time and place of the inquiry.

You may, if you so desire, submit to the said Inquiry Officer your written statement of defence at least 3 days before the date of the inquiry.

You will be permitted to be defended at the said inquiry by a representative of a registered trade union of bank employees of which you are a member on the date first notified by the Inquiry Officer for the commencement of the inquiry. If you are not a member of any trade union of bank employees on the said date, you will be permitted to be represented by a representative of a registered trade union of the employees of the bank.

You will be entitled to produce relevant documentary evidence and examine relevant witnesses in support of your defence and also to cross-examine witnesses produced by the Bank against you at the said inquiry.

Please note that if you do not attend the inquiry at the date, time and place notified by the Inquiry Officer and thereafter as directed by him from time to time, the inquiry may be proceeded with in your absence.

Sd/-

(E. B. Nair)  
Regional Manager,  
(Bombay City Region)  
Disciplinary Authority."

4. One Mr. I Shanmugam was appointed Enquiry Officer to conduct a domestic enquiry into the said charges. The workman fully participated in the domestic enquiry along with his defence nominee. On the first hearing of the enquiry, he denied the charges. The Departmental Representative adduced documentary as well as oral evidence before the Enquiry Officer. The workman also adduced oral as well as documentary evidence before the Enquiry Officer. Both the parties made detailed written submissions as well. The Enquiry Officer, after considering the material on record submitted his enquiry report dated 29th March, 1990 and found all the charges proved.

5. The Disciplinary Authority agreed with the findings of the Enquiry Officer and issued a show cause notice at 6-5-90 to the workman why "penalty of dismissal without notice" be imposed upon the workman. The workman filed a detailed written reply to the said show cause notice through his defence representative Shri Shankar Joshi vide communication dated 21st August, 1990. The Disciplinary Authority considered the representation in the light of the report of the Enquiry Officer and the material available on record and interalia passed the following order on 7-11-90 :

"Taking into consideration of the proceedings of the enquiry, evidence on record, arguments of the presenting officer, written arguments of defence, findings of the Inquiry Officer, the pleas made on 21-8-90 and the written statement made by the representative of Mr. Desai on 21-8-90 on the proposed punishment and Mr. Desai's past record, I am of the opinion that the ends of justice in this case would be met if the punishment of 'Dismissal Without Notice' is imposed upon Mr. Desai.

I therefore, in exercise of the powers conferred upon me as disciplinary Authority, hereby order that :—

- (1) Mr. B. K. Desai, is dismissed from Bank's service without notice from the date of this order.
- (2) The period of suspension will be treated as period not on duty.
- (3) Mr. B. K. Desai shall not be entitled to any other benefits other than the subsistence allowance already paid to him during the period of suspension.

Sd/-

(C. D. Jayachandran),  
Regional Manager,  
(Bombay City Region),  
Disciplinary Authority."

6. The workman preferred an appeal against the said order of the Disciplinary Authority to the Appellate Authority vide memo of appeal dated 6th January, 1992. The workman was given a personal hearing by the appellate authority. After considering the material available on record and after having given thought to the contentions raised by the workman, the appellate authority dismissed the appeal by a detailed order. Having thus failed in the domestic fora, the union representing the workman raised an 'industrial dispute' and the matter went into conciliation. The conciliation having failed, the appropriate Government made the reference as above.

7. In this Tribunal, the union filed its written statement of claim on 9-10-95. The management filed its reply on 14-2-96. The workman chose not to file any rejoinder. The workman has chosen not to lead any oral evidence. The management has however filed affidavit of Mr. Shanmugam, the Enquiry Officer, who was duly cross-examined.

8. On 16-12-96, both the parties agreed to argue the issues of (i) legality, fairness and propriety of enquiry and (ii) perversity of the findings of the Enquiry Officer. The matter was argued at length by both the sides on the two issues.

9. The first contention of Mr. Vaidya for the union is that the alleged misconduct, is not one of the enumerated gross misconducts under the Bipartite Settlement applicable to the parties and hence the enquiry and dismissal order, both are void abinitio. In this connection, he has placed reliance upon the provisions of Chapter XIX Bipartite Settlement dated 19th October, 1966. He has urged that 'gross misconduct' as distinguished from in offence, has been placed on a different footing as would be evident from a reading of the provisions of clause XIX (ii) to XIX (vi) of the said settlement. It is submitted that the management ought to have followed the procedure as laid down in clause 19.3 to 19.4 and since this was not done, recourse could not have been taken to provisions of clauses 19.5, 19.6 read with clause 19.11 and 19.12 of the said settlement. As against this, Shri Talsania has contended that a penal offence by its very nature is a gross misconduct and did not require to be enumerated separately. He has submitted that the decision to take recourse to holding of a domestic enquiry for gross misconduct was wholly justified in the circumstances of the case.

10. I have given my earnest consideration to the rival contention and the circumstances appearing on record. I may here profitably reproduce the relevant provisions of the Bipartite Settlement, which read as follows :

"19.1 In supersession of paragraphs 18.20, 18.24 and 18.28 of the Desai Award, a person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the Charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final order shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply :

19.2 By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of law.

19.3(a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned Clause 19.6 below.

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharges. However, in the

event of the management deciding after enquiry not to continue him in service he shall be liable only for termination of service with three month's pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.

(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set below in Clause 19.11 and 19.12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowances in lieu of notice, as directed above.

19.4 If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 19.3 supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 19.3 above shall apply.

19.5 By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee :

- (a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;
- (b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;
- (c) drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank;
- (d) wilful damage or attempt to cause damage to the property of the bank or any of its customers;
- (e) wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;



- (f) habitual doing of any act which amounts to "minor misconduct" as defined below, habitual meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions ensure or warnings have been administered or an adverse remark has been entered against him;
- (g) wilful slowing down in performance of work ;
- (h) gambling or betting on the premises of the bank;
- (i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;
- (j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss ;
- (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
- (l) abetment or instigation of any of the acts or omissions above-mentioned.

19.6 An employee found guilty of gross misconduct may;

- (a) be dismissed without notice; or
- (b) be warned or censured, or have an adverse remark entered against him; or
- (c) be fined; or
- (d) have his increment stopped; or
- (e) have his misconduct condoned and be merely discharged."

11. There can be no manner of doubt, nor there is any doubt in my mind that the charges for which the domestic enquiry was held did amount to offences as defined in clause 19.2 of the Bipartite Settlement. Misappropriation/embezzlement of money by a cashier of the Bank as also destruction of evidence with a view to screen the offender are both offences involving moral turpitude of the highest order.

12. In the present case, admittedly an FIR of the incident was lodged with the police, though the same has not been placed on record by either side. On behalf of the union, a grievance was made that this FIR or complaint lodged with the police has not been supplied to the workman and this has vitiated the enquiry. I shall touch on this aspect later, but suffice to say that both the sides during oral arguments very frankly and candidly conceded that the management did lodge an FIR with the concerned police station. Thus, the Bank admittedly took steps for prosecuting the workman as required by clause 19.3 (a) of the Bipartite Settlement.

13. This is admitted on both hands that the prosecution launched by the Bank was abortive. The workman was neither tried nor convicted nor acquitted. Actually, the Tribunal is not aware as to what sort of final report of investigation was filed by the police. Actually, a grievance has been made by the workman on this score also viz. that the report of the police investigation was withheld by the management. More of this later and suffice to say that the workman was not put to actual trial, hence there was neither conviction nor acquittal for the twin charges by a court of competent jurisdiction. Hence, the provisions of clause 19.3 (b), (c) and (d) are not attracted to the present case. In such an event, provisions of clause 19.4 are squarely attracted and a discretion has been vested in the management to treat the offence as 'gross misconduct' or 'minor misconduct' as the case may be. This is in spite of the fact that such acts are not specifically enumerated as gross misconduct in clause 19.4. However, it would be seen that the two charges would be evidently covered by sub-clauses (d) and (j) of clause 19.3. Misappropriation/embezzlement of funds of the Bank is definitely an act prejudicial to the interests of the Bank resulting in serious loss to the bank; likewise, the various documents/registers pertaining to transactions of cash in the Bank are definitely property of the Bank and removal/destruction of such documents is a species of wilful damage to the property of the Bank.

14. Shri Vaidya very strongly relied upon the apex Court judgment in *Rasik Veghja Bhair Patel vs. Ahmedabad Municipal Corporation and Others* (S.L.R. Civil No. 3525/64 dated 14th January 1985) wherein it was stated that "no disciplinary action could be taken and punishment imposed for conduct not included in enumerated misconduct in service regulation or standing orders. In that case, the workman had been held guilty of suppression of certain facts and misrepresentation of certain facts, while filling the application form for seeking appointment. It was in this context that the aforesaid proposition of law was stated in as much as there was no service rule or regulation, enumerating such conduct as misconduct. In *B. C. Chaturvedi vs. Union of India* decided by the apex court and reported in J. T. 1995 (8) S. C. 65, an income tax officer was charged for possession of disproportionate assets to his known sources of income. No criminal trial took place as evidence collected was not sufficient for conviction. However, disciplinary action was taken. Now, possession of disproportionate assets was not a misconduct as enumerated by relevant service law and a contention was sought to be put on this premise that it was not a misconduct. The contention was rejected by the apex Court in the following words :

"The next question is whether the charge of being in possession of assets disproportionate to his known source of income is a misconduct. Section 5(1)(e) of the Act (which is equivalent to Section 13(1)(e) of the Prevention of Corruption Act, 1988) defines "criminal misconduct". A public servant is said to commit the offences of criminal misconduct if he or any person on his behalf is in possession or has, at any time during the period of his office, been in possession, for which the public servant cannot satisfactorily account for. Thus, pecuniary resources of property disproportionate to his known source of income is a criminal misconduct. In the 1988 Act an explanation has been added to Section 13(1)(e) to explain that "known sources of income" means income received from any lawful source and such receipt has been intimated in accordance with the provision of law, rules or orders for the time being applicable to a public servant. The charged officer must be a public servant. He must be found to be in possession of, by himself, or through any person on his behalf, at any time during the period of his office, pecuniary resources or property disproportionate to his known source of income. If he cannot satisfactorily account thereof, he is said to have committed criminal misconduct. No doubt it is a presumptive finding but that finding is based on three facts. Being a public servant, if at any time, during the period of his office, he is proved to have been in possession, by himself or through any person on his behalf, or pecuniary resources or property disproportionate to his known source of income, he is enjoined to satisfactorily account for the same. If he fails to account for, he commits misconduct. Therefore, as in a prosecution laid under Section 5(1)(e) of the Act (equivalent to Section 13(1)(e) of 1988 Act), a public servant is liable to punishment. The need to make this misconduct expressly a part of enumerated items of misconduct under Central Civil Services, CCA Rules is obviated."

15. Hence, I am of the view that dictum in *Rasik Veghja* is not applicable to the present case. *B. C. Chaturvedi* would be definitely attracted to this case. Moreover, as I have demonstrated earlier, both the charges would fall within enumerated gross-misconducts. It would be a highly ludicrous proposition to assert that misappropriation of funds of bank and destruction/removal of documents to conceal such act of misappropriation, would not amount to gross misconduct. Actually the proposition deserved to be stated only for the sake of rejection and has no merit in spite of the fact that Mr. Vaidya very perserveringly tried to canvass this proposition with all facility at his command. Moreover, an offence could be treated as gross misconduct or minor misconduct by the management by virtue of clause 19.4 of the Bipartite Settlement. Hence, looked from any angle, the contention is specious and devoid of merit.



16. The next contention is that during the course of the domestic enquiry, the workman was not supplied with the copies of the complaint i.e. FIR lodged with the police and the final investigation report with the result that the workman has been prejudiced in his defence. Suffice it to say that the Enquiry Officer has not based his conclusions on the said two documents. At no stage of the enquiry, these documents were relied upon by the management's representative in support of the charges. When it was so, the workman could not insist that he should have been supplied with the copies of the two documents. Moreover, an FIR registered with the police is a public document. Likewise, the final report of investigation submitted by the police, is also a public document, prepared u/s. 173 of the Code of Criminal Procedure. If the workman thought that these documents could be of any help to him in defending himself, he could have obtained their certified copies from the concerned police station or the concerned Metropolitan Magistrate. It does appear that the Enquiry Officer declined to provide these documents on the ground that they were confidential and privileged documents. This was, of course, an erroneous impression but Enquiry Officer was not a person legally trained, hence denial to supply these documents on erroneous grounds, would not entitle the workman to say that he ought to have been supplied with these documents. Moreover, it has not been shown as to what prejudice has been caused to the workman by non-supply of these two documents, upon which the Enquiry Officer did not rely in support of his conclusions. Reliance was placed in this regard upon 1993 I CLR 2 State Bank of India & ors. But, in that case the report prepared behind the back of the officer was used against him, even though he was not supplied copy thereof. In the present case, the various reports alluded to, have not been used against the workman and hence this precedent has no application to the facts of this case. The same is the case with the decision in Ramchander Nama Adhawe 1995 I CLR 293. There, too material sought upon to be relied by the management was not supplied to the workman. Hence, this also does not assert the workman. Hence, this contention is also devoid of merit and deserves to be rejected and is rejected.

17. The next contention of Mr. Vaidya is that two important witnesses of the management viz. The Manager and the Accountant at the relevant period were withheld. This charge does not appear to be valid. The Enquiry Officer, as admitted by the workman in para (e) at pages 6 and 7 of his written statement of claim did sent letters of request to the two witnesses but these witnesses did not chose to appear before the Enquiry Officer. The Enquiry Officer had no power or authority to compel appearance of the two witnesses before himself. Hence, the charge is devoid of merit. Moreover, it has not been shown or demonstrated in what way, prejudice was caused to the workman in his defence by non examination of the two witnesses. The workman was free to examine these persons as his witnesses but he did not procure their presence and did not examine them in defence. Reliance was placed in this connection on 1965 (I) LLJ 93 Harish Chandra Pathala's case. In this case, it was held that the witnesses who could have established the charge, but were not examined, their non examination vitiated the charge. It was further held that establishment of charge by inference was not permissible. To my mind the ruling, has no application to the facts of the present case, which is based on interpolations made in the relevant record to square up the balance. The workman has not appeared in witness box to explain the interpolations which are admittedly in his hand writing and equalise the balance. But for the interpolation, the entries would speak for themselves viz. that a sum of Rs. 4 lacs has been misappropriated. Hence, this contention is altogether devoid of merit and does not stand the test of scrutiny, particularly when no prejudice has been averred or proved due to non-examination of the said witnesses.

18. The next contention on behalf of the workman is that MW3 C. R. Rajpurkar at the domestic enquiry was cross-examined on behalf of workman yet thereafter, he was allowed to be re-examined and upon this re-examination, no further cross-examination was permitted. Factually, it appears to be correct that re-examination of the said witness was allowed and no further cross-examination was

permitted. But, I find that re-examination of this witness was only clarificatory and it has not been pleaded or proved what prejudice had been caused by further non-cross-examination of this witness. The contention is thus only technical in nature and does not assist the workman.

19. The next grievance of the workman is that there was some short payment of subsistence allowance during the period of suspension. The workman has not appeared to say how much subsistence allowance was paid and what was the shortage. Mr. Shanmugam in his cross-examination before the Tribunal has clarified the position as follows :

"The workman did make a grievance to me that he was not being paid subsistence allowance.....The grievance was that though he was being paid subsistence allowance."

It was not being paid at the rate of full salary even though enquiry had remained pending for more than one year. I had forwarded this grievance to the Disciplinary Authority as recorded in proceeding sheet dated 29-1-1987. Reliance was placed in this regard on Kakirbhai Bhulabhai Solanki (Civil Appeal No. 545/546/86) decided on 8th May 1986 by the apex Court. In that case, no subsistence allowance was paid at all for a long period w.e.f. 13-8-78 to 5-8-85. In these circumstances it was held that the workman had been denied reasonable opportunity to defend himself. This is not the case here. Now, it is not each and every shortfall in payment of subsistence allowance that would vitiate a domestic enquiry. The workman ought to have placed full facts before the Tribunal to judge if the shortfall was of a nature, which could be said to have vitiated the enquiry. This has not been done and I do not see any force in this contention.

20. One contention of the workman based on his non-prosecution in a criminal court, is to be the effect that this amounts to his acquittal and a domestic enquiry is bad. Reliance was placed on II CLR H. C. Bombay 390 Abdulla A. Lali-friah wherein it has been held that once there is an honourable acquittal, domestic enquiry on the self same charge should not be proceeded with unless good grounds have been shown. Suffice it to say, there is no acquittal in the present case and much less an honourable acquittal. Hence, the precedent is not attracted.

21. Taking an entire conspectus of the circumstances of the case, I find that no such infirmities have been shown in the enquiry, which could be said to have vitiated the domestic enquiry. From the record, I find that the principles of natural justice have been followed and the enquiry is fair and proper.

22. Now, the next question is if the findings of the Enquiry Officer are perverse and are not based on any acceptable evidence. In this context, it is urged that a workman can not be held guilty merely on basis of suspicion or on basis of inferences (1978 LIC 1106 Nand Kishore Prasad). The principle, so far as it goes is unexceptionable. However, it is to be borne in mind that standard of proof in domestic enquiries, is different from that in criminal cases. However, people can tell lies but circumstances do not. It is not disputed before me that a sum of 10,00,000 (ten lacs) were received by the workman from the Head Office, in his capacity as Head Cashier. It is in the evidence of V. S. Kulkarni that documents marked in the enquiry as M2 to M5 were in the handwriting of the workman. The witness, in answer to questions put to him, explained the entries in these documents as follows :—

P.O.—Can you identify whose writing is it in the document M-5 ?

MW-2.—This is the handwriting of Mr. B. K. Desai.

P.O.—Whose initial is there on the document M-5 ?

MW-2.—This is the initial of Mr. B. K. Desai.

P.O.—Can you tell me what that amount of Rs. 1359014.61 as appears on the exhibit M-5 represent ?

MW-2.—This amount represents total cash payment made on 10-9-1981.

P.O.—Showing the exhibit M-3 the P. O. asked the MW-2 as to what does BMO A/c in general ledger represent ?

MW-2.—This is the daily debit and credit transaction routed through BMO A/c which are posted in the general ledger.

P.O.—On Exhibit M-2 can you tell me as to what the amount of Rs. in cash column represents ?

MW-2.—This represents amount received by the branch from BMO.

P.O.—Can you tell me what the amount posted in G/L A/c on debit side on 10-9-1981 represents ?

MW-2.—This amount represents total debit transactions routed through BMO A/c.

P.O.—From where this amount was posted ?

MW-2.—From the cash book.

P.O.—Was there any difference between the figure appearing on the cash book and in the G/L on 10-9-1981.

MW-2.—Yes I find there is difference of Rs. 4 lacs.

P.O.—In which column do you find this difference ?

MW-2.—It appears that the difference is in cash column as total of transfer and clearing columns tally with the credit side of the cash book."

This clearly shows that there was a shortfall of Rs. 4 lacs in the books. There is an overwriting in M-5, which balances the shortfall and the workman did not care to explain this overwriting. The overwriting was obviously an attempt to balance the entries with a view to cover the embezzled amount of Rs. 4 lacs. The thrust of the cross-examination of this witness was to show that the accountant was a joint custodian of the cash along with the head cashier. But, the witness has categorically explained "As per the practice Accountant is the joint custodian of the cash i.e. after the cash is balanced and kept in cash safe till next day morning cash is taken out and handed over to the Head Cashier." This makes it abundantly clear that the joint custody commences after the cash is balanced and continues till it is in cash safe. This gives the clue why the workman made overwritings in M-5 to balance the cash, which was short by exactly 4 lacs. It is in evidence that Manager had only a supervisory role to play. I have carefully gone through the evidence on record of domestic enquiry and find that there is overwhelming circumstantial evidence to show that the workman misappropriated a sum of 4 lacs and altered the final entries with a view to avoid detection of the said misappropriation. The finding is neither perverse, nor based in inferences or surmises, but is based on solid evidence. It was contended that the Head Cashier could not have embezzled the amount without collection of the Accountant or the Manager. I have already referred to the limited role that the accountant plays in the joint custody of cash of course, when remittance is made from branch to head office, the Accountant and the Manager authenticate the voucher but in the present case there is nothing to show that sum of Rs. 4 lacs had been at all sent to the Head Office. Preparation of a voucher by Head Cashier and its authentication by Accountant and Manager would not establish that really there was any remittance. Here, I may reproduce the reasoning of the Enquiry Officer has stated—

"The document submitted by the PO viz. M-II is the original document as identified by prosecution witness MW-2. This document is the credit side of Cash Book of 10-9-81 from which one can trace the localisation of the cash entry of Rs. 4 lacs). It is from this document the entries are posted in the General Ledger. The documents submitted by

the PO viz. M-III is also original document as identified again by the Prosecution what they are cannot be disputed because of the following reasons :—

1. All the relevant entries of BMO are duly reflected in the General Ledger (Ex. M-III).
2. Even the opening cash of Rs 14,48,633.51 of 10-9-81 appearing in the said Exhibit M-2 viz. credit side of Cash Book Tallies with the amount of closing cash of previous day i.e. 9-9-81 as appearing in the document submitted by Defence viz. Ex. D-1 i.e. the Cashier's cash book duly countersigned by the Chief Cashier i.e. the CSE.
3. The closing cash of Rs. 15,39,118.11 of 10-9-81 as appearing in Ex. D-2 also is correctly struck in the cash folio of General Ledger, i.e. on Ex. M-4 submitted by PO.

Having established the genuineness of the said document viz. Ex. M-II, which is the credit side of cash book of 10-9-81, the debit side of Cash Book ought to have a grand total of Rs. 1,36,89,908.32 which is the total of the credit side as per elementary double entry book keeping rules. The said debit side of Cash Book had to be reconstructed by the Branch since the same page was missing as deposed by the Prosecution Witnesses viz. MW-I MW-II. The reconstructed debit side of Cash Book was submitted by the P.O. as his Ex. M-1. The columns of transfer and clearing were tallied with the credit side of cash book but cash column was not tallied as can be seen from the said Ex. M-1. Since the vouchers of 10-9-81 relating to BMO was missing, the difference of Rs. 4 lacs get localised in BMO account. This account relates only to remittance/receipt of cash from BMO. Since this is the debit side of Cash Book, it is only the remittance of cash to BMO as deposed by MW-1, 2 & 3. Hence the said cash of Rs. 4 lacs cannot be accounted for elsewhere other than "as remittance to BMO".

That the said "remittance to BMO" was in fact not an actual remittance is clear from the letters written by BMO and subsequent reminders to the branch. The said letters were submitted by PO as his documents viz. Ex. M-6 and M-7. While I do not disagree with the stand taken by the branch on the letters of

BMO, the fact remains that the cash of Rs. 4 lacs was accounted for as remittance to BMO when there was no remittance. I do not also agree with CSE (his statement of defence dated 20-2-90) that he did not know whether the cash remitted by him even reached the destination, because the cash from BMO is carried in van with a group of persons accompanied by armed watchman carrying several lakhs of rupees. Hence, the stand taken by the CSE is not palatable.

Since the cash book of 10-9-81 was tallied, a voucher evidencing the said remittance of cash must have been there. Since the said voucher was missing subsequently, it must have been prepared just to ensure the balancing of cash book of 10-9-81. This fictitious voucher could not have been prepared by anyone other than the Chief Cashier himself because all vouchers debit or credit to BMO for remittance/receipt of cash is always prepared/authenticated by the Chief Cashier only as was deposed by the prosecution Witnesses viz. MW-3.

The CSE in his written statement of defence submitted on the hearing held on 20-2-90 has said that if the voucher was fictitious, it would have come to the notice of Cash Book people and others. In other words, he means that the voucher was genuine and that the cash collected by BMO people did not reach BMO. As I have said earlier it is not possible for the reason mentioned by me. Assuming for a while that the CSE is right then how the relevant voucher and other records were destroyed at the branch. How it is possible for BMO people to destroy the voucher and other relevant books at the branch? If that was possible for an outsider i.e. people at BMO to destroy the books and vouchers at the branch, he could as well have easily destroyed the records at his own office i.e. BMO, which was repeatedly reminding the branch to send the BMO statement of 10-9-81. Hence, I do not consider it to be possible for BMO people to destroy the records at the Branch. Again, the document submitted by the PO viz. Exh. M-5 i.e. the last page of cashier's payment register of 10-9-81 shows an alteration (in the own handwriting of CSE himself) of Rs. 4 lacs in the carried

forward balance. This was neither disputed by the defence nor the defence/CSE assigned any reason for such alterations, alterations.

Mention should also be made here about the document submitted by PO viz. M-8. This document is the indent sent to BMO asking for cash of Rs. 10 lacs by the Chief Cashier (CSE) identified by the MW-2. This cash of Rs. 10 lacs was duly received by the Branch about which there is no dispute. Normally when the Chief Cashier is also required to remit the cash on the same day mention is also made in the same memo as can be seen from the said exhibit. However, there was no such remark put or incorporated in the said memo.

The defence & CSE's argument that the cash on 10-9-81 was checked and counter-signed by Joint Custodian of cash i.e. Accountant is not disputed by me. Yes, the closing cash of 10-9-81 was checked and found to be correct. There is no dispute or disagreement of the closing cash of 10-9-81. Here the defence is arguing only about loss/shortage of cash which in fact was not the position. The Bank has not charged the CSE with shortage of cash. If shortage/loss of cash was there, as rightly argues by the defence it would have been found on the same day at the time of physical verification of cash by the Accountant."

On the evidence placed on record, the finding is un-exceptionable. Hence, I hold that the finding of the Enquiry Officer is not perverse and is based on acceptable evidence. Award part-I is made accordingly.

Put up on 4-4-97 for hearing the parties in the question of punishment. Parties be duly informed.

R. S. VERMA, Presiding Officer

ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI  
PRESENT :

Shri Justice R. S. Verma, Presiding Officer  
Reference No. CGIT-1/29 of 1995

PARTIES :

Employers in relation to the management of  
Bank of Baroda.

AND  
Their Workmen

APPEARANCES :

For the Management.—Shri Talsania, Advocate.

For the workman.—Shri V. B. Vaidya, Advocate.

Mumbai, dated the 4th day of April, 1997

#### AWARD (Part-II)

Shri V. B. Vaidya—for workman,

Mr. Talsania for Management. By Award Part-I dt. 20-2-97 I have held that enquiry held against the workman was legal, fair and proper. I further held that the finding of the guilt by the Enquiry Officer is not perverse and is based on acceptable evidence. The said Award shall form a part of this award. Hence I am not required to reproduce whatever has been said in the said Award.

2. I have heard the learned counsel for the parties on the quantum of punishment. Shri Vaidya has pointed out various circumstances in support of his contention that a lenient punishment should have been meted out to the workman. His submission is that the workman has been in service since 1963 and had blimish free career and was also promoted as Special Assistant. The alleged embezzlement is said to have taken place in September 1981 but charge sheet was issued on 6-12-85.

3. I have considered the aforesaid circumstances, individually as well as collectively. The workman was Head Cashier under the Bank of Baroda. The embezzlement was to the tune of Rs. 4,00,000. In the circumstances, it cannot be said that the punishment is shockingly disproportionate to the guilt of the workman. This was the only punishment, which could have been and ought to have been inflicted upon the workman.

4. The entire Banking Industry is based on trust. With scams galore in the banking industry in the country, such actions deserve to be punished with a heavy hand. Hence, I do not find any for interference in the punishment inflicted on the workman.

Award is made accordingly. It may be sent to all concerned.

R. S. VERMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 1997

का. आ. 1376 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबन्धन के संबद्ध निगमों और उनके कर्मचारों के बीच. अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

[सं. एल-12012/244/94-आर्. आर्. (बी. -II)]

सनातन, डैस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda, and their workmen, which was received by the Central Government on 24-4-1997.

[No. L-12012/244/94-JR(B-II)]  
SANATAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer

Reference No. CGIT-6 of 1995

PARTIES —

Employers in relation to the Management of Bank of Baroda.

AND

Their Workmen

APPEARANCES :

For the Management—Shri D'Souza.

For the Workman—Shri T. H. Naidu.

STATE :

Maharashtra.

Mumbai, the 7th day of April, 1997

#### AWARD

1. The appropriate Government has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the Management of Bank of Baroda, Pune/Sangli in not assigning the duties of Agricultural Assistant (with payment of special allowance) to Shri M. T. Waje, Agricultural Clerk is justified? If not, to what relief is the said workman entitled?"

2. The facts giving rise to this dispute lie in a narrow compass.

3. The workman was initially appointed as Agricultural Clerk vide Appointment letter dated April 19, 1982 under the respondent Bank. He was to be on probation for six months, which period was liable to be extended by the Bank in its discretion. He was liable to be confirmed on the post on the expiry of the Probationary period, if his work, conduct etc. were found to be satisfactory. According to the appointment letter, the workman was liable to be transferred to any of the Bank's branches. The workman Mr. Waje accepted the appointment and he joined service in pursuance of the said appointment letter at the Sangli Branch of the Bank of Baroda. Later on, the workman was transferred as Agricultural Clerk to the Nandni Branch of the Bank. The workman accordingly joined at the Nandni Branch. The workman was eventually confirmed on the post of Agricultural Clerk.

4. On 5-4-88 the workman applied for his transfer from Nandni Branch to Sangli Branch as Agricultural Assistant on the vacancy caused by promotion and transfer of Mr. V. D. Suryawanshi who was working as Agricultural Clerk/Assistant at the Sangli Branch. This request for transfer of the workman could not be favourably considered by the Bank for quite some time. Meanwhile, certain persons were posted to work as Agricultural Clerks at Sangli Branch. Eventually, the Management agreed to transfer and post the workman at the Sangli Branch vide order dt. 23-11-92. It appears that prior to his transfer to the Sangli Branch the workman gave an undertaking in writing to the Management that he shall not claim allowance for the post of Agricultural Assistant for the period of 2 years, if he was transferred to the Sangli Branch. It was in light of such an undertaking that the workman had been transferred to the Sangli Branch. He was relieved from the Sangli Branch on 23-11-92 and he joined his new duties of Nandni Branch on 24-11-92.

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5. After having achieved his desideratum the workman made a volteface and by his letter dated 28-11-92 submitted to the bank as follows :

"I the undersigned Mr. M. T. Waje, Permanent Agricultural Assistant transferred from our Nandni Branch to Sangli Branch on 24-11-92. As I am getting Permanent Agricultural Assistant allowance since my appointment and the same allowance is a special allowance (The allowance is counted for PF and HRA) I should get the same in Sangli Branch also even though my transfer is on request basis.

Another fact is that Sangli Branch, there is no any technically qualified Agricultural Assistant so that nobody can claim this allowance and there is no question of seniority claim.

Therefore, my special allowance will continue at Sangli Branch also...

6. It may be appropriate to mention that at Sangli Branch the workman was not allotted duties of an Agricultural Clerk/Assistant and was assigned the duties at Savings Bank Department, as would be evident from the letter of the workman dt. 15-12-92 addressed to the Branch Manager, Bank of Baroda, Sangli (D 2). In this letter he inter alia stated "However, although I have foregone the allowance, I have not foregone my nature of appointment, i.e. Agricultural Assistant". The workman made some more representations in this regard and eventually his grievances were espoused by the Federation of Bank of Baroda and Employees Congress (Maharashtra and Goa) affiliated to INTUC/INBEE. The matter was taken into conciliation but could not be amicably settled and hence the appropriate government referred the dispute to this tribunal for adjudication.

7. The case of the workman is that since the workman had been appointed to the post of Agricultural Clerk, he was entitled to the special allowance admissible to Agricultural Clerk/Assistant and the refusal of the Bank to post him at Sangli Branch as Agricultural Assistant and refusal of the Bank in paying him the special allowance of Agricultural Assistant was violative of clause 7.1 settlement entered into between the Management of the Bank and the Union.

8. It was submitted that the workman initially had a degree of Bachelor of Agricultural Science and had obtained the additional qualification of M. Sc. Agriculture in the year 1987 and hence the Bank ought to have posted him at Sangli Branch on the post of Agricultural Assistant with effect from 24-11-92 and should have given him a special allowance payable for the post.

The Union espousing claim of the workman prayed for following reliefs.

It is therefore most respectfully prayed that this Hon'ble Court be pleased to :—

(i) Answer the reference dt. 10-2-1995 in favour of applicant and against the non applicant by directing non applicant to offer duties and responsibilities of agriculture advance, visiting field farms etc. or all the duties listed for Agriculture Assistant.

(ii) Direct the non applicant to pay special allowance of Agricultural Assistant w.e.f. 24-11-92 arbitrarily stop/withheld.

9. The Management has opposed the statement of claim by filing detailed reply. It was not disputed that the workman had been initially appointed to the post of Agricultural Clerk. It is also not in dispute that initially the workman was on probation and had been transferred to Nandni Branch in Clerical cadre. It is also not in dispute that the workman came to be confirmed and made a request in April 1988 for his transfer to the Sangli Branch on grounds of Personal/domestic difficulties and this request was reiterated by the workman. It is also not in dispute that in November 1992 the workman's request for transfer to the Sangli Branch was eventually considered. The case of the management

is that the request for transfer was considered subject to the following conditions :—

- (a) He will have to forego special allowance, if any, drawn at the time of consideration of request transfer;
- (b) His seniority will not be considered for a special period as per existing rules (period is of 2 years) for any post which attracts special allowance as stipulated under the bi-partite settlement.

10. It is also not in dispute that the workman accepted the conditional transfer and was relieved from Nandni Branch on 23-11-92 and joined at Sangli in pursuance of the transfer order. The case of the Bank is that there was no violation of bipartite settlement and clause 7.1 of settlement dated 18th April, 1984 entered between the Bank and the All India Bank of Baroda Employees federation covered the case of the workman and he was not entitled to a posting at Sangli Branch as Agricultural Assistant and was not entitled to claim any special allowance at the Sangli Branch.

11. It is further pleaded that when the workman was not required to perform additional duties of Agricultural Assistant at the Sangli Branch, there was no question of granting him special allowance for the said post. Reliance was also placed on earlier settlement dated 19-10-66 para 5.9 and it was submitted that grant of special allowance was admissible only so long the workman was assigned the particular duties. Since the workman was not performing the duties of Agricultural Assistant at Sangli Branch, he was not entitled to claim any special allowance.

12. A plea was also raised that apart from Mr. Waje there were other clerks senior to Mr. Waje who were eligible for the post of Agricultural Assistant, a plea was also taken that as per clause 5.11 of Bipartite settlement dt. 19-10-66 a workman was required to discharge such duties carrying a special allowance when it had been done so by an order in writing. Since Mr. Waje was not asked to perform duties of Agricultural Assistant at Sangli Branch, therefore his demand for payment of special allowance was without merit.

13. The Union filed a rejoinder and submitted that the workman by his application dt. 5-4-88 had requested for transfer to Sangli on the ground of Personal/Domestic reasons but as a Agricultural Assistant. It was denied that the transfer of the workman was conditional as pleaded by the Bank. It was denied that various clauses of the Bipartite settlement pleaded by the Management were applicable to the case of the workman.

14. Both the parties have placed documentary evidence on record. The Union filed 2 affidavits of workman Mr. Waje whereupon he was cross examined by the learned counsel for the Bank. The Management in its oral evidence filed affidavit of Mr. B. S. Patil. He was cross examined by the representative of the Union.

15. I have heard the representative of the union Shri T. H. Naidu and representative of the Management Shri D'Souza in details.

16. There is no gainsaying the fact that the workman Shri Waje was initially appointed in the Clerical cadre as Agricultural clerk. Further during the period of probation he was transferred to the Nandni Branch. It appears that the workman was not satisfied with posting at Nandni Branch due to personal/domestic problems and therefore wanted his transfer to Sangli Branch. As back as 1988 he prayed for transfer to Sangli Branch but the Management did not accede to this request of transfer and the workman, keen to be transferred to Sangli Branch, moved another application dt. 18-10-91 to the Management for his transfer to Sangli. The Bank has placed on record Ex. M-2 the xerox copies of the said application which reads as follows. "With reference to my request, application dt. 7-10-91, I again request you to transfer me to Sangli Branch. I am willing to forego my Agricultural Assistant Allowance for further two years. Therefore, I request you to consider my genuine difficulties sympathetically and transfer me to our Sangli Branch". It

was on his application that the workman was eventually transferred to Sangli Branch vide letter dt. 23-11-92 and the workman joined at Sangli Branch the next day.

17. It is abundantly clear that had the workman not given an undertaking as mentioned in Ex. M-2 he would not have been transferred to the Sangli Branch. The affidavit of the workman dt. 10-8-96/19th September, 1996 shows that on the date he was transferred to Sangli Branch, one Shri S. G. Kulkarni was already discharging the duties of Agricultural Assistant with special allowance at the said Branch. The Bank could not have transferred Shri S. G. Kulkarni and accommodate Mr. Waje, because that would have been a mala fide exercise of power of transfer. According to the affidavit of the workman himself Mr. Kulkarni worked till 31st March, 1994 and he was succeeded by Mr. A. D. Limaye who was assigned the duties of Agricultural Clerk/Assistant with special allowance. Mr. A. D. Limaye was assigned the duties of Agricultural Assistant before the expiry of the period of 2 years for which the workman had foregone his claim for special allowance. It was for this reason that Mr. Limaye was asked to carry on the duties of Agricultural Assistant.

18. In my opinion, the workman cannot be permitted to blow hot and cool in the same breath. He is estopped from challenging the non-assigning of the duties of Agricultural Assistant at Sangli branch because it was with a view to accommodate him that he had been posted to the Sangli Branch. Had the workman not represented that he would not claim special allowance off the post of Agricultural Assistant at Sangli Branch, perhaps the bank would not have considered his posting at Sangli branch. As stated already, before the ink on the order of transfer could dry, the workman had made a volteface and started insisting for grant of special allowance for duties which he was not actually performing.

19. It is a well settled principle of service law that special allowance is admissible for special work done. In the present case the workman has not discharged the duties of Agricultural Clerk/Assistant since his posting at Sangli Branch and therefore, there is no justification for his asking the special allowance for the post of Agricultural Clerk/Assistant.

20. If the workman is insistent that he should be posted as Agricultural Clerk/Assistant the Bank would be free to post him elsewhere in a branch where such post of Agricultural Clerk/Assistant is lying vacant. However, the workman cannot dictate to the Bank that he shall continue at Sangli Branch and shall also get the special allowance without working on a post carrying a special allowance.

On a consideration of the case in its totality I do not find any merit in this claim and reject the same as devoid of all merit. Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 28 अप्रैल, 1997

का. आ. 1177 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबन्धन के संबंध निदेशों और उनके कर्मचारों के बीच, अनुसूचित में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-97 को प्राप्त हुआ था।

[स. एन-12012/364/95-आई. आर. (बी.-II)]

समानन. डेस्क अधिकारी

New Delhi, the 28th April, 1997

S.O. 1377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 28-4-1997.

[No. L-12012/364/95-IR (B-II)]  
SANATAN, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-  
ING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL : NEW DELHI.

I. D. NO. 12/97

In the matter of dispute between :

Shri Kamal Kishore Rana through Shri V. K.  
Gupta 2/363, Numnair, Agra.

Versus

Zonal Manager, Union Bank of India, Begun  
Bridge Road, Opposite Government Inter  
College, Meerut.

## APPEARANCES :

None for the workman.

Shri Anil Pujara for the management.

## AWARD

The Central Government in the Ministry of La-  
bour vide its Order No. L-12012/364/95-I. R.  
(B-2), dated 3-1-1997 has referred the following  
industrial dispute to this Tribunal for adjudica-  
tion :—

“Whether the action of the management of  
Union Bank of India through its regional  
manager Meerut is not giving the prefe-  
rence in the employment under section  
25-H of the I. D. Act during subsequent  
employment to Shri Kamal Kishore Rana  
is just fair & legal ? If not, what relief  
he is entitled to and from what date ?”

2. The case was fixed for appearance of the work-  
man who had not appeared on 13-2-1997 and was  
ordered to be served by registered A. D. Register-  
ed notice was sent to him but he has not appeared  
in this case, either in person or through any autho-  
rised representative. It appears that the workman  
is not interested in pursuing the dispute. No dis-  
pute Award is given in this case leaving the Parties  
to bear their own costs.  
1st April, 1997.

GANPATI SHARMA, Presiding Officer.

नई दिल्ली 30 अप्रैल 1997

का.आ. 1378.—औद्योगिक विवाद अधिनियम 1947  
(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय  
सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके  
कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में  
औद्योगिक अधिकरण मद्रास के पंचाट की प्रकाशित करती है  
जो केन्द्रीय सरकार को 30-04-97 को प्राप्त हुआ था।

[सं. एल 12011/04/95/आईआर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 30th April, 1997

S.O. 1378.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the  
Central Government hereby publishes the Award of  
the Industrial Tribunal, Madras as shown in the  
Annexure in the Industrial Dispute between the  
employers in relation to the management of Dena  
Bank and their workmen, which was received by the  
Central Government on 30-4-1997.

[No L-12011/04/95-IR (B-II)]

SANATAN, Desk Officer.

## ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, MADRAS

Friday, the 10th day of January, 1997

## PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial  
Tribunal

Industrial Dispute No. 34 of 1995

(In the matter of the Dispute for adjudication  
under Section 10(1)(d) of the Industrial  
Disputes Act, 1947 between the Work-  
men and the Management of Dena Bank  
Madras).

## BETWEEN

The Workmen represented by :

General Secretary,  
Dena Bank Employees' Union,  
80/81, Broadway, Madras-108.

Vs.

Regional Manager,  
Dena Bank, Ro.,  
Nungambakkam, Madras-34.

## REFERENCE :

Order No. L-12011/04/95 IR(B.II), Ministry of  
Labour, dated 14-7-1995, Govt. of India,  
New Delhi.

This dispute coming on for final hearing on this  
day, upon perusing the claim statement and all other  
material papers on record, and upon hearing Tvl.  
Row & Reddy, R. Vaigai & K. Indira Advocates

appearing for the petitioner union and the respondent being absent and set *ex parte*, this Tribunal made the following :

### AWARD

This reference has been made for adjudication of the following issue :

"Whether the demand of the Dena Bank Employees' Union, Madras on the management of Dena Bank, Madras for payment of Canteen Subsidy to the workmen of Madras Region is justified? If so, what relief are the workmen concerned entitled to?"

WW1 examined, Exs. W-1 to W-4 marked. From the evidence of WW1 and from Exs. W-1 to W-4 the claim of the petitioners proved. Award passed as prayed for. No costs.

Dated, this the 10th day of January, 1997

S. THANGARAJ, Industrial Tribunal

### WITNESSES EXAMINED

For Workman|Union :

W.W. 1 : Thiru C. P. Krishnan.

For Management : None

### DOCUMENTS MARKED

For Petitioner|workman :

Ex. W-1|23-6-95 : Dena Bank Employees' Association' circular stating the outcome of their negotiation with the management.

W-2|12-7-95 : Circular of Respondent Bank's Regional Office, Calcutta, regarding increase in canteen subsidy.

W-3|20-8-95 : Circular of Union Bank of India to show that Canteen subsidy is given in their bank.

W-4|29-3-96 : Circular of Indian Bank permitting all branches|offices to avail canteen subsidy.

FOR RESPONDENT|MANAGEMENT : Nil

नई दिल्ली 25 अप्रैल, 1997

का.आ. 1379.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार म. सी.सी.एल. के प्रबंधतन्त्र के समद्व नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 17 धनबाद के पंचाद को प्रकथित करती है, जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

[सं. एल-20012/377/94-आईआर (सीI)]

के. बी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 24-4-97.

[No. L-20012|377|94-IR(C-1)]

K. V. B. UNNY, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Sec. 10(1) (d) (2-A) of the Industrial Disputes Act, 1947.

Reference No. 119 of 1995.

### PARTIES:

Employers in relation to the management of Swang Colliery of M/s. C.C. Ltd.

### AND

Their Workmen

### PRESENT:

Shri Tarkeshwar Prasad, Presiding Officer.

### APPEARANCES:

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri S Bose, Treasurer, R.C.M.S.

STATE : Bihar

INDUSTRY : Coal

Dated, the 11th April, 1997

### AWARD

By Order No. L-20012|377|94-J.R. (Coal-I) dated the 19th September, 1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Swang Colliery of C.C.L., P.O. Swang, Dist. Bokaro in terminating the services of Shri Mihir Bouri w.e.f. 10-12-91 is justified? If not, to what relief the workman is entitled?"

2. The dispute has been settled between the parties out of the Tribunal. A memorandum of settlement has been filed duly signed both the parties. I have gone through the terms of settlement and find them fair and proper. Accordingly, I pass an award in terms of the settlement. The settlement shall form part of the award.

3. Let copies of the award be sent to the Ministry under Section 15 of the I. D. Act.

TARKESHWAR PRASAD, Presiding Officer



BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL No. I  
DHANBAD

Reference No. 119/95

Employers in relation to the management of  
Sawang Colliery.

AND

Their Workman

PETITION OF COMPROMISE

The humble petition on behalf of the parties to  
the above reference most respectfully sweth:—

1. That the above dispute has been amicably  
settled between the parties on the following terms:—

TERMS OF SETTLEMENT

(a) That the concerned workman Sri Mihir  
Bouri will be given fresh appointment as  
Miner in the respective Piece Rated Group  
of underground mines of CCI, within Seven  
days from the date he will report for his  
duties after finalisation of this settlement.

(b) That in view of the above settlement there  
remains nothing to be adjudicated.

Under the facts and circumstances stated above  
the Hon'ble Tribunal will be graciously pleased to  
accept the settlement as fair and proper and be  
pleased to pass the Award in terms of the settlement.

FOR THE WORKMAN      FOR THE EMPLOYER

1.  
2.

1.  
2.

WITNESS

1.  
2.

नई दिल्ली, 25 अप्रैल, 1997

का.आ. 1380.—औद्योगिक विवाद अधिनियम, 1947 (1947  
का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार  
मै. बी.सी.सी.एल. के प्रबन्धतन्त्र के संबद्ध नियोजकों  
और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक  
विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1,  
धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार  
को 24-4-97 को प्राप्त हुआ था।

[सं. एल-20012/225/89 आईआरसी (सी-1)  
के.वी.वी. उन्नी, डेस्क अधिकारी

New Delhi, the 25th April, 1997

S.O. 1380.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the  
Central Government hereby publishes the award of  
the Central Government Industrial Tribunal, (No. I)  
Dhanbad, as shown in the Annexure in the Industrial

Dispute between the employers in relation to the  
management of M/s. B.C.C.L. and their workmen,  
which was received by the Central Government on  
24-4-97.

[No. L-20012/225/89-IR(C-I)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT IN-  
DUSTRIAL TRIBUNAL NO. 1 AT DHANBAD  
PRESENT :

Shri T. Prasad, Presiding Officer,

In the matter of an Industrial Dispute under  
Section 10 (1)(d) of the I.D. Act, 1947.

Reference No. 157 of 1990.

PARTIES :

Employers in relation to the management of  
Patherdih Coal Washery of M/s. Bharat  
Coking Coal Ltd. and their workmen.

APPEARANCES:

On behalf of the workmen—None.

On behalf of employers—None.

STATE : Bihar.      INDUSTRY : Coal Washery.

Dated, Dhanbad, the 11th April, 1997

AWARD

The Govt. of India, Ministry of Labour, in exer-  
cise of the powers conferred on them under Section  
10(1)(d) of the I.D. Act, 1947 has referred the  
following dispute to this Tribunal for adjudication  
vide their Order No. L-20012/225/89-I.R. (Coal-I),  
dated, the 13th July, 1990.

SCHEDULE

"Whether Shri Santosh Kumar and 70 others  
engaged in the work of loading, unloading  
of slurry at Patherdih Coal Washery of  
M/s. Bharat Coking Coal Ltd. through con-  
tractors are to be treated as workmen of  
M/s. BCCL and if so, whether the demand  
of the Dhanbad Colliery Karmachari Sangh  
that these workmen be regularised in the  
services of M/s. B.C.C. Ltd. and paid  
wages in accordance with the NCWA-III  
is justified? If so, to what relief are the  
workmen entitled?"

2. The order of reference was received by this  
Tribunal on 16-7-90 and it was registered as Refe-  
rence No. 157/90. Thereafter notices were served  
upon the parties to file their respective W.S. docu-  
ments. Both the parties as appeared and filed their  
respective W.S. and documents. Thereafter the case  
proceeding went on along its course. But I find  
from the ordersheet that the workmen or the spon-  
soring union refrained from appearing in this Tri-  
bunal in spite of issuing notices to them. If therefore  
leads me to an inference that there is no dispute  
presently existing between the workmen and the  
management. Under the circumstances, I have no

## SCHEDULE

“Whether the action of the management of M/s. BCCL, Koyalanagar, Dhanbad after entering into a Memorandum of Settlement under Section 12(B) of the I.D. Act, 1947 or otherwise in not considering the application dt. 13-8-84 of Shri B. N. Singh, Electrical Fitter, E. B No. 12912 of their Civil Engineering Deptt. for allotment of cuaster at Koyalanagar is justified? If not, to what relief the workman is entitled?”

का.आ. 1381.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बी.सी.सी.एल. के प्रबन्धनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1) धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 24-4-97 को प्राप्त हुआ था।

2. In this case Ministry's Order of reference was received on 19-4-91 and registered as Ref. No. 32 of 1991. Thereafter notices were issued to both the parties. The workman appeared and filed his W-8, and the management filed his W.S. documents. Thereafter the workmen neither appeared nor took any steps but the management appeared through their learned Advocate Shri B. Joshi. It therefore leads me to an inference that the workmen are not interested to proceed with this case and presently there is no dispute existing between him and the management. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference.

T. PRASAD, Presiding Officer

नई दिल्ली, 28 अप्रैल, 1997

S.O. 1381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCCL and their workmen, which was received by the Central Government on 24-4-97.

[No. L-20012/351/90-IR (C-1)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD  
PRESENT:

Shri T. Prasad, Presiding Officer,

In the matter of an Industrial Dispute under  
Section 10 (1)(d) of the I.D. Act, 1947.  
Reference No. 32 of 1991.

**PARTIES:**

Employers in relation to the management of  
Civil Engineering Department of M/s.  
BCCL and their workmen.

**APPEARANCES:**

On behalf of the workmen--None.

On behalf of the employers—Shri B. Joshi,  
Advocate.

STATE : Bihar.

**INDUSTRY :** Coal

Dated, Dhanbad, the 11th April, 1997

## AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(35)90-I.R. (Coal-I), dated, the 11th April, 1991.

का.भा. 1382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सी. सी. एल. के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ( सं.-1), धनवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एल-20012/214/89-आई आर (सी-I)]  
के.वी.बी. उन्नी, डैस्क अधिकारी

New Delhi, the 28th April, 1997

S.O. 1382.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government hereby publishes the award, (No. 1), Dhanbad as shown in Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 28-4-1997.

[No. L-20012[214]89-IR (C-I)1

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)  
(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 67 of 1990

## Parties :

Employers in relation to the management of  
Bachra Open Cast Mine of M/s. Central  
Coalfields Ltd.

AND

Their Workmen

## Present :

Shri Tarkeshwar Prasad,  
Presiding Officer.

## Appearances :

For the Workmen : Shri S. Bose, Treasurer,  
cate.

For the Workmen : Shri S. Bose, Trasurer,  
Rashtriya Colliery Mazdoor Sangh.

State : Bihar. Industry : Coal.

Dated, the 17th April, 1997

## AWARD

By Ord'r No. L-20012/214/89-I.R. (Coal-I)  
dated 12-4-1990 the Central Government in the  
Ministry of Labour has, in exercise of the powers  
conferred by clause (d) of sub-sec. (1) and sub-  
section (2A) of Section 10 of the Industrial Dis-  
putes Act, 1947, referred the following dispute for  
adjudication to this Tribunal :

"Whether the action of the management of  
Bachra Open Cast Mine of CC. Ltd.  
P.O. Bachra, Dist. Hazaribagh by not  
giving employmnt to S/Shri Narotam  
Tiwari and Shrikant Tiwary, sons of  
Shri Krishnanand Tiwari of Bachra Open  
Cast Mine w.e.f. 1-1-1984 and not regu-  
larising their services w.e.f. 1-7-1981 and  
onwards is justified? If not, to what  
relief the workmen concerned are enti-  
tled?"

2. The workmen through the sponsoring union  
appeared and filed written satement stating therein  
that Bachra Open Cast Mine is a big colliery under  
M/s. C.C. Ltd. and the canteens are run near the  
colliery for the benefit of the workmen and a can-  
teen was opened at the worksite of Machra Open  
Cast Mine on the land owned by the management  
and materials for the structure for the canteen was  
also given and utencils and other articles were also  
given by the management for running the canteen.  
It is said that on Manager, one Salesman and two  
attendants were engaged by the management and  
payment was made for the necessary expenses. It  
is said that the concerned workman Narottam  
Tiwari were engaged by the management with  
effect from 1-7-1981 as Manager and Salesman of  
the canteen and they were performing the duties

with full satisfaction of the management. b t they  
were stopped from work with effect from 1-1-84  
without any notice or assigning any reason there-  
under. They asked the managemnt officials of the  
local colliery for reason of their stoppage but no-  
thnig was done. Later on they could know that the  
workmen were stopped at the instance of the rival  
union of the mine. It is said that both the work-  
men belonged to INTUC affiliated Rashtriay Colli-  
ery Mazdoor Sangh and they approached to the  
union who raised the matter with the management  
and later on dispute was raised before the Asstt.  
Labour Commissioner (C), Hazaribagh but no  
conciliation could take place and the matter was  
snt to the Ministry and reference was made. It is  
said that both the workmen were regular employees  
for running the canteen under the management  
and thre was nothing against their job performance  
and their stoppag of work was arbitrary, illegal  
and unfair labour practice and the action was not  
justified. As As such they have claimed for their  
reinstatement from 1-7-81 as Canteen staff with  
full back wages from 1-1-1984 and other benefits  
an dit is prayed that the award be passed accord-  
ingly.

3. The management appeared and filed written  
statement stating, inter-alia, that the reference was  
not maintainable on facts and in law and there was  
no rlationship of employer and employees between  
the management and the workmen and it is said  
that Bachra Open Cast Mine was closed about one  
year ago and there can be no valid industrial dispute  
in the eye of law. It is said earlir Bachra Open Cast  
Project was under North Karanpura Area of M/s.  
C. C. Ltd. and in the middle of 1986 it was inclu-  
ded in the newly created Ashok Area under the  
charge of a separate General Manager. It is also  
said that new mine of Bachra Open Cast Mine was  
opened in the year 1981 and mining operation was  
increased and later on as coal reserves were exha-  
usted it was closed a year ago. It is also said that  
when thematter was raised before A.L.C.(C). Haz-  
aribagh the management received a letter dated  
27-11-88 and the management replied vide letter  
dated 30-12-88 that no person was employed in  
the canteen by Bachra Open Cast Mine, but the  
matter proceeded resulting into this baseless and  
untenable reference was made. It is also said that  
the reference is self-contradiction as for not giving  
employment to the concerned workmen from 1-1-84  
as being sons of Krishnanand Tiwary of Bachra  
Open Cast Mine and also asked the management  
for not regularising their service w.e.f. 1-7-81 on-  
wards and both these dates are contradictory. It is  
said that the canteen was opened at Bachra Open  
Cast Mine in July, 1984 and some of the workers  
from the colliery was transferred to run the canteen  
and the concerned workmen were never engaged  
by the management to run the said canteen. It is  
said that outside the mine some tea shops by some

persons and one such was run by Krishnanand Tiwary to which the management had no concern and he was free to keep his own men and as such there was no relationship of employer and employees between the management and the persons of Tea shop and this claim of the workmen is malafide with intention to get job from the management. It is also said that any employment is made in the management of M/s. C. C. Ltd. through Employment Exchange by giving notification of vacancies and such employment through backdoor method would be quite illegal. It is also said that an appointment by the management appointment letter and I.D. Card are issued to the workmen and their name is also entered in CMPF record after fulfilling the eligibility conditions, but none of these are with the workmen which goes to show that they were never employees of the management and their claim is fictitious and baseless.

4. It was also said that the management is not required to give employment to these persons as they were not working under the management far less for the said period as claimed by them and it is prayed that the action of the management is quite justified in not giving employment to the workmen.

5. By way of rejoinder to the written statement of the workmen the contentions of the workmen have been denied specifically and parawise and it is said that their contention is not true and the same has been denied specifically and it is also said that an award be passed accordingly in favour of the management.

6. I further find that a rejoinder has been filed on behalf of the workmen to the written statement filed by the management and the contentions of the management have been denied specifically and parawise and it is said that the concerned workmen are genuine persons having their claim over others regular job of the departmental Canteen and the contentions of the management are incorrect and have been denied.

7. On the basis of pleadings of the parties the points for consideration in this reference are—

(a) As to whether or not the action of the management of M/s. C. C. Ltd. in denying employment to the workmen Narottam Tiwary and Shrikant Tiwary of Bachra Open Cast Mine w.e.f. 1-1-84 and not regularising their service w.e.f. 1-7-81 onwards is justified or not?

(b) If not, to what relief the workmen are entitled?

8. I further find that in support of its case the management has examined one witness, MW-1 S. N. Dubey who was qualified Mining Engineer

and had worked as Supdt-cum-Manager in Bachra Open Cast Project of M/s. CCL from April, 1981 to July, 1983 and he has said that this mine was closed in the middle of 1989 as the reserve was exhausted. He left Bachra Open Cast Project in the year 1983 and at that time 200 workmen were working there, and under the Mines Rules the management was not under any obligation to run a canteen as the total number of workmen was less than 250. He knew the father of the workmen, Krishnanand Tiwary who was working as Munshi in Bachra Open Cast Project and he was interested in running a Tea shop near the Project and during his period he was running Tea Shop in the colliery area and his two sons and two local youths were assisting him running the Tea Shop and necessary materials was brought by Krishnanand Tiwary himself and he and his sons were taking the money as sale proceeds of Tea Shop and utensils were also brought by Krishnanand Tiwary himself. He has denied that Tea Shop was run by the management and as an improvised canteen and he has denied that the workmen were stopped from work w.e.f. 1-1-84. He has also said that the management never asked the workmen to run the canteen but they were asked verbally for doing so. He has proved the certificate given by him marked Ext. M-5 which was given at the instance of J. P. Singh, the then General Manager. He could not say whereabouts of J. P. Singh since he has retired. He has proved signature of J. P. Singh on a letter given by him and he has admitted that canteen is run departmentally in all the collieries of CCL and Administrative office.

9. W.W. 1 is one of the concerned workmen who has claimed that he was appointed to work in Bachra Open Cast Mine w.e.f. 1-7-81 and was asked to run a canteen in Bachra Open Cast Mine. He has tried to support his case as given in his written statement and has stated that they were stopped from work from 1-1-84 and thereafter they were not working anywhere and they are ready to do some other job also in M/s. C. C. Ltd. In cross-examination he has said that both of them are matriculate and passed in the year 1983 and their father was Munshi in the mine and at that time there were 200 workmen working in Open Cast Mine. He and his brother filed application for service at M/s. CCL. At present he has no copy of the same and no appointment letter was given to them, but they were asked by the Manager to start canteen but he has got no document to show this fact. He has denied that on request of their father the management had allowed them to run Tea Shop near the colliery. He has denied that he and his father used to purchase articles to run the canteen and sale proceed was kept by them. He has also said that there are several other Tea stalls near the colliery and he had no paper to show that he had worked as Manager and Srikant as Salesman in the canteen. He has denied that he and his brother had not worked in the canteen run in the building of the management. He has also denied

that the management has started canteen from July, 1984 by employing its own men, but has admitted that the building was completed in the year 1983 and they were stopped from work from the year 1984. He has also denied that since 1984 they are doing any contract work in the coalfield area and denied that their claim is baseless.

10. WW-2 Jekhu Ram had worked in Bachra Open Cast Project and worked in Canteen of the Project as Cook and he was an employee of the company. He has further stated that both the workmen worked as they were doing paper work and also purchasing articles for running of the canteen and he retired from service two years back and he also got retirement benefits. In cross-examination he has stated that Bachra Colliery and Bachra Open Cast Project are separate under separate Managers and he worked in Bachra Colliery as Water Carrier and he got transfer order to Bachra Open Cast Project. He could not say the year of his transfer and he took voluntary retirement on medical ground. He had no paper to show that he worked in Bachra Open Cast Project as Cook. Ramdeo Choudhary working in canteen has also retired. He has denied that the concerned workmen were not doing any work in the canteen and he was deposing for the first time these facts in the Tribunal. He has denied that he never worked in Bachra Open Cast Project and was adducing falsely. He has further stated that he being medically unfit his son was employed in his place who was still in service. He also worked as Pump Khalasi and later on promoted as Hammerman.

11. Some documents have been filed on behalf of the workmen which are Ext. W-1 to W-6 series being carbon copies of various letters given to the Asstt. Labour Commissioner (C), Hazaribagh in the year 1988-89. Ext. W-7 is photo copy of certificate to the workmen and Ext. W-8 series are original letters of transfer of staff and Office Order issued in the year 1980, 1981 and 1992.

12. Similarly, the management have also filed photo copy of letter of Director (Personnel), M/s. CCL, dated 25-11-88, Ext. M-1 and other photo copies of letters which are Exts. M-2 to M-4. Ext. M-5 is copy of certificates, dated 1-1-1983 to the concerned workmen granted by MW-1 and similar letter has also been filed by the workmen under the signature of J. P. Singh, General Manager, North Karanpura Colliery dated 17-1-84 given to the workmen which is Ext. W-7. There is no other document on behalf of the parties.

13. While arguing the case it has been submitted on behalf of the management that the reference itself is not legally tenable as the dispute before the Asstt. Labour Commissioner (C) was not raised through the sponsoring union rather it was raised by the concerned workmen individually and even then the Asstt. Labour Commissioner pur-

sued the matter although it was pointed out by the management. Later on the sponsoring union adopted the case and the reference itself is not legal and valid and this Tribunal cannot pass award properly. It is also submitted that never there was any relationship of employer and employee between the management and the workmen and WW-1 who is one of the concerned workmen has admitted that neither he nor his brother got appointment letter nor they have got any copy of their representative given to the management for regularisation of their work. It is also submitted that from the evidence of MW-1 it is clear that no departmental canteen was being run at Bachra Open Cast Mine and canteen building was constructed finally in the year 1984 and regular staff of the colliery was transferred there to run the canteen which would be clear from Ext. W-8 series and other documents. It is also submitted that WW-2 who as retired employee of the company has never that these workmen were manager and salesman in the canteen where he has claimed to have worked as cook. He also could not show any paper of his transfer to Bachra Open Cast Project from Bachra Coalfield. It is further submitted that much stress has been given by the workmen on Ext. W-7 and Ext. M-5 two recommendation letters issued to the workmen by the General Manager of the colliery and N. K. Area Incharge who have stated that they were running the canteen satisfactorily in Bachra Open Cast Project site and on contract basis. It is also submitted that MW-1 has clearly stated that he granted certificate to the workmen on the saying of the General Manager of his Project, Mr. J. P. Singh on the plea that they required this having contract in railway. It is pointed out that in these certificates it has been clearly mentioned that the workmen run canteen on contract basis meaning thereby that they were never employees of the company---management and they cannot claim their regularisation of job. It is also submitted that the terms of reference itself is contradictory as at one point it mentions regularisation of job of the workmen w.e.f. 1-7-81 and at another point it refers not giving employment to them w.e.f. 1-1-84 as being sons of Krishnanand Tiwari, Munshi of Bachra Open Cast Project. In view of this matter it is submitted that when claim of employment is made from 1984 then there can't be question of regularisation of service in the year 1981. It is also submitted that WW-1 has stated that he would search out paper and would produce later on but no such document has been filed by the workmen showing that they had ever worked in Bachra Open Cast Project while the canteen run thereunder. It is also submitted that a number of Tea Stalls were run outside the project area and such Tea Stall was run by the father of these workmen who himself was a Munshi of the Project and articles were brought by them and sale proceeds were taken by them and the management was not concerned in any way for running the Tea Stall where the workmen were

working. It is also submitted that the workmen have admitted that they have no any experience of running canteen and that experienced persons are engaged for running such canteen. It is also submitted that it has come in the evidence that the said Bachra Open Cast Project has been closed since 1989 as admitted by MW-1 and no industrial dispute would be raised against a closed establishment. There is also delay in raising the dispute and it was stale dispute for longer period and thereafter the matter was raised before the Asstt. Labour Commissioner (C), Hazaribagh by these workmen individually and this was never an industrial dispute. In this view of the matter it is submitted that from any angle of the matter the management was not required at all to provide employment to the workmen or to regularise them in service as they had never worked under the management and there was never any relationship of employer and employees between them.

14. On the other hand, it has been submitted on behalf of the workmen that it is clear from oral evidence of WWs and also MW-1 that they were running canteen on asking of the Manager verbally and all on a sudden they were stopped from work by the management from 1-1-84 and as they have work years under the management so they are entitled for their regularisation from 1-7-81. It is also submitted that from the documents produced by the workmen marked Exts. W-1 to W-8 series and it is clear from Ext. W-7 which is supported by Ext. M-5 it is clear that they were running canteen in the Bachra Open Cast Project premises and articles and utensils were provided by the management to run the canteen for the benefit the staff whose number was about 200. It is also submitted that it has been admitted by MW-1 that departmental canteens are run in all the collieries by the management and Administrative office for the benefit of the workmen. But there is no such canteen in Bachra Open Cast Project run by the management at that time and the Manager of the Project verbally asked the workmen to run the canteen and for that Ext. W-7 and M-5 were granted to them showing their satisfactory work during the period. It has also been denied that their father was running private Tea Stall outside the Project area where they were assisting their father and it was never departmental canteen and that the management was not at all concerned with the said Tea Stall. It is further submitted that their case has also been supported by oral evidence of WW-2 who has stated that he has worked as Cook in the canteen run by department where these workmen were working and as they were stopped work without any notice or notice compensation w.e.f. 1-1-84 so they were entitled for regularisation of their service with full back wages and other benefits as their stoppage of work was void abinitio and award be passed in their favour.

15. Perused the case record and the evidence both oral and documentary advanced on behalf of the parties and their points of argument, I find much force in the plea taken by the management that if the workmen were engaged by the management for running the canteen they would have got some papers to show that actually they were in the employment of the management or that the management asked them to run the canteen for which articles were supplied by the management and sale proceed was given deposited in the account of the management. But not a chit of paper has been produced on behalf of the workmen and at the initial stage this dispute was also not sponsored by the union before the A.L.C. (C) which is clear from the letters addressed by the A.L.C. (C) to the management and reply given by the management thereunder. I also find much force in the plea of the management that the concerned workmen have claimed to be Manager and Salesman of the said canteen, but there is nothing to show to corroborate this fact from any piece of document. So far Ext. W-7 and Ext. M-5 is concerned this document clearly states that they were running the canteen on contract basis meaning thereby that they would never be in employment of the management as the canteen was run by them on contract basis. MW-1 has stated specifically that he issued certificate Ext. M-1 at the instance of the General Manager of the Project that the workmen required the same for running the canteen of the railway. I further find that certainly their father was working as Munshi in the Project and it is just possible that he was running Tea Stall in the premises of the Project outside the work site like other Tea Stall run privately and somehow he could procure certificate from MW-1 and the Manager which are Ext. W-7 and Ext. M-5 and only on the basis of these documents it can't be established that these workmen were working in a canteen run departmentally by the management for the period to which they have claimed. Certainly there was never any relationship of employer and employees between the parties at any point of time which also gets support from Ext. W-7 and Ext. M-5. In this view of the matter I find that the action of the management in not providing employment to the workmen or regularising their service w.e.f. 1-1-81 is fully justified and the concerned workmen are not entitled for the relief as claimed. Both points are decided accordingly.

16. Hence award.—The action of the management of Bachra Open Cast Mine of M/s. C.C. Ltd. by not giving employment to S/Sri Narotam Tiwary and Shrikant Tiwary, sons of Sri Krishanand Tiwary of Bachra Open Cast Mine w.e.f. 1-1-84 and not regularising their services w.e.f. 1-7-81 is justified. The concerned workmen are not entitled for relief as claimed.

In the circumstances of the case, there will be no order as to cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 29 अप्रैल, 1997

का.आ. 1383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत कुकिंग कोल लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एल-20012/154/87-डी III-ए/आई आर (सी-I)]  
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1383.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. 2), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Cooking Coal Ltd., and their workmen, which was received by the Central Government on 28-4-1997.

[No. L-20012/154/87-D. III-A/IR (C-I)]  
K. V. B. UNNY, Desk Officer.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

#### PRESENT :

Shri T. Prasad, Presiding Officer.

In the matter of an Industrial Dispute under  
Section 10(1)(d) of the I. D. Act, 1947.  
REFERENCE NO. 300 OF 1987.

#### PARTIES :

Employers in relation to the management of  
Katras Area No. 4 of M/s. B.C.C. Ltd.  
and their workmen.

#### APPEARANCES :

On behalf of the workmen : Shri Arjun Singh,  
Secretary, Koyla Ispat Mazdoor Pancha-  
yet.

On behalf of the employers : None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 17th April, 1997.

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has refer-

red the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (154)/87-D. III(A), dated the 7th December, 1987.

#### SCHEDULE

"Whether the action of the management of Ramkanali Colliery of Katras Area of M/s. Bharat Cooking Coal Limited, Dhanbad in dismissing Shri Sahdeo Bhuiya, Wagon Loader with effect from 29th July, 1986 is justified? If not, to what relief is the workman entitled?"

2. Ministry's Order of reference was received on 30-12-1988. Thereafter notices were issued to the parties. But none of the parties appeared nor took any steps. However, I find from the record that a petition was filed by the workmen's representative praying before this Tribunal to pass a 'No dispute' Award as the concerned workman in the present dispute had expired. In view of the petition as filed by the workmen I do not find any reason to alive this reference. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference.

T. PRASAD, Presiding Officer.

नई दिल्ली, 29 अप्रैल, 1997

का.आ. 1384.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत कुकिंग कोल लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एल-20012/146/87-डी III-ए/आई आर (सी-I)]  
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1384.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Cooking Coal Ltd. and their workmen, which was received by the Central Government on 28-4-1997.

[No. L-20012/146/87-D. III-A/IR (C-I)]  
K. V. B. UNNY, Desk Officer.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

#### PRESENT :

Shri T. Prasad, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I. D. Act, 1947.

REFERENCE NO. 301 OF 1987.

**PARTIES :**

Employers in relation to the management of Sudamdih Washery of Sudamdih Area of M/s. BCCL and their workmen.

**APPEARANCES :**

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 17th April, 1997.

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(146)/87-D. III(A), dated the 9th December, 1987.

**SCHEDULE**

"Whether the action of the management of Sudamdih Coal Washery of Sudamdih Area of M/s. Bharat Coking Coal Limited in superannuating Shri Govind Satnami, General Mazdoor with effect from 1-7-1986 is justified? If not, to what relief is the workman entitled?"

2. Ministry's Order of reference was received on 30-12-1987. Thereafter notices were issued to the parties. But none of the parties turned up nor took any steps. Again notices were sent to the parties and inspite of the issuance of notices to them none of them appeared. It therefore leads me to an inference that there is no dispute existing presently between them. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference.

T. PRASAD, Presiding Officer.

नई दिल्ली, 29 अप्रैल, 1997

का.आ. 1385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत कुकिंग कोल लि., के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[सं. एन-24012/217/86-डी-IVबी/आईआर(सी-1)]

के.बी.बी. उप्पा, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. 2). Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Cooking Coal Ltd., and their workmen, which was received by the Central Government on 28-4-1997.

[No. L-24012/217/86-D. IV-B|IR (C-1)]

K. V. B. UNNY, Desk Officer.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.**

**PRESENT :**

Shri T. Prasad, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947. REFERENCE NO. 229 OF 1987.

**PARTIES :**

Employers in relation to the management of Loyabad Coke Plant of Sijua Area-V of BCCL and their workman.

**APPEARANCES :**

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 17th April, 1997.

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/(217)/86-D. IV (B), dated, the 3rd August, 1987.

**SCHEDULE**

"Whether the action of the Management of Loyabad Coke Plant of Sijua Area-V of M/s. Bharat Cooking Coal Ltd., P C. Bansjora, Dist. Dhanbad in not regularising Shri Basant Prasad, Asstt. Store Keeper as Store Keeper in Clerical Grade-I is justified? If not, to what relief the workman is entitled?"

2. Ministry's Order of reference was received on 30-9-1987. Thereafter notices were served upon the parties for filing their W. S. documents etc. But none of the parties has turned up nor took any steps. Thereafter several notices were issued. But inspite of the issuance of notices to them none of them turned up. It therefore leads me to an inference that there is no dispute presently existing



between the parties. In the circumstances I have no other alternative but to pass a 'No dispute' in this reference.

T. PRASAD, Presiding Officer.

नई दिल्ली, 29 अप्रैल, 1997

का. आ. 1386—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में भारत कुकिंग कोल लि. के प्रबंधात्मक के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, शत्रुवैत से निदोष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-97 को प्राप्त हुआ था।

[स. एन-20012/450/93-आर्दभार (भा 1)]

के.वो.बी.उसो, डैस्क अधिकारी

New Delhi, the 29th April 1997

S.O. 1386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Cooking Coal Ltd. and their workmen, which was received by the Central Government on 28-4-1997.

K. V. B. UNNY, Desk Officer.  
[No. L 30012/450/93-IR(C-I)]

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT :

Shri T. Prasad, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

REFERENCE NO. 15 OF 1995

#### PARTIES :

Employers in relation to the management of Kusunda Area of M/s. B.C.C.L. and their workmen.

#### APPEARANCES :

On behalf of the workmen.—Shri B. N. Sharma,  
Joint General Secretary, Janta Mazdoor  
Sangh.

On behalf of the employers.—Shri B. Joshi,  
Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 16th April, 1997

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(450)/93-I.R. (Coal) dated, the 7th February, 1995.

#### SCHEDULE

"Whether the action of the management of Gondudih Colliery under Area No. VI of Kusunda Area of M/s. BCCL in superannuating Shri Barmeshwar Lall, Ex-Leave Clerk w.e.f. 1-7-1993 is justified? If not, to what relief Shri Lall is entitled?"

2. The workman and the sponsoring Union have appeared and filed the W.S. stating therein that the concerned workman has joined in the permanent post in the year 1953 in Chhotta Bowa Colliery and continuously worked there till the date of his termination of his services with effect from 1-9-1993 in the garb of superannuation from service. It is also said that he was an employee of Chhotta Bowa Colliery prior to nationalisation of the colliery in the year 1971 and after amalgamating this colliery and three others after nationalisation a new name as Gondudih Colliery under Area No. VI of M/s. BCCL was given. Form B Register as maintained in the colliery in Sl. No 24 of the said Register of Chhotta Bowa colliery the name of this workman finds place and the date of birth of the concerned workman is mentioned as 8-6-1936 and this date of birth also finds place in the service excerpt, I.D. Card register and Form B Register at all places and the said date of birth is to be taken as correct one. But arbitrarily and illegally the services of the concerned workman was terminated with effect from 1-7-1993 before the actual date of birth reaching 60 years of age as per Form B Register. This action of the management was quite illegal and also violating the condition of Section 25F of the I.D. Act, 1947. It is said that prior to the arbitrary termination from service with effect from 1-7-1993 a dispute was raised before the ALC(C) Dhanbad through the sponsoring union. But the Form B Register was not produced before the AC(C), Dhanbad nor this order of the management was revoked, the conciliation proceeding failed and thereafter this reference was made from the Ministry.

3. It is said that the action of the management is discriminatory and amounting to victimisation of the workman as in identical case one Shri Lallan Passi, M/L of Gondudih Colliery, date of birth as per Form B Register, I.D. Card and service excerpt was 11-10-1971 and he was superannuated according to this date of birth. It has been prayed that the action of the management be declared unjustified and the claim of the workman for his superannuation as per this date of birth on completion of 60 years of age be made.

4. The management of Gondudih Colliery of Kusunda Area under M/s. B.C.C.L. has filed W.S. stating inter alia that the reference is not maintainable

and the Form B Register is maintained by the management where the age of the workman was shown as 38 years as on 17-10-1971 and his date of birth was computed as 1933. It was also said that as per provision of JBCCI Circular No. 76 dated 25-4-1988, First July should be considered as the date of birth as age has been recorded in the Form B Register and he completed 60 years of age on 1-7-1993 and he was superannuated accordingly. It was also said that the concerned workman was appointed on 1-1-1953 as recorded in the Form B Register and C.M.P.F. record. Before his superannuation the workman disputed his age as 38 years on 17-10-1971 and wanted the same to be checked from the C.M.P.F. authority. Accordingly, the management requested the Coal Mines Provident Fund who intimated by his letter dated 15-1-1993 that the date of Birth of the concerned workman has been shown as 6-2-1931 on the basis of the information submitted to the office during the period of the private management. It is submitted further that the concerned workman became a member of the C.M.P.F. and he sent his Form A and Form H to the office of the C.M.P.F. through the then Manager of the Colliery and his date of birth was recorded in the Government on the basis of the return submitted to the department and thus, he has gained two years of service as his age 38 was on 17-10-1971 recorded in the Form B Register and the workman has signed this register. It is also said that he was an educated man and one of his colleagues wrote Form B Register and he being satisfied regarding the correctness of the entries made in the Form B Register put his signature. Therefore, there is no reason to disbelieve the entries made in the Form B Register and he could not produce any material evidence to indicate that the Form B Register was not correct. It is also stated that the workman has raised a dispute claiming the date of birth as 8-6-1936 as per entry made in the Form B Register and another document. It is said that he was appointed on 1-10-1953 and on that date his age was 16 years and as per the provision of the Mines Act, 1952 no person can be employed in a mine below the age of 18 years. It is also said that the employment of a person below 18 years of age was an offence under the Mines Act and no employer would like to appoint a person below that age. It is also said that if the date of birth of the concerned workman is considered as 1-7-1933 his age at the time of appointment on 1-1-1953 would be 19 years which seems to be probable and correct. It is said that the workman has manufactured some document to establish his case by making false and fabricated claim at the age and of his service. It is also said that the claim of the date of birth to be 8-6-1936 is without any merit and the same is summarily liable to be rejected and the workman is not entitled to any relief.

5. By way of rejoinder to the W.S. of the workman the contentions of the workman has been specifically given parawise and denied the same to be incorrect.

6. I further find that a rejoinder has also been filed by the Workman to the W.S. of the management and the contention taken therein is specifically

and parawise denied and the same is said to be baseless and mere assumption.

7. It is finally said that there is no merit of the contention of the management and the claim of the workman is fully justified as the action of the management was arbitrary and unjustified.

8. Now the points for consideration in this reference are :—

(a) As to whether or not the action of the management in superannuating the concerned workman Shri Barmeswar Lal, Ex-Leave Clerk with effect from 1-7-1993 is justified.

(b) If not, what relief or reliefs the workman is entitled to ?

9. Both the points are interlinked and are taken together for their consideration.

10. I further find some document have been filed on behalf of the workman.

11. Ext. W-1 is the forwarding letter of the Agent of Gondudih Colliery to the Area Personnel Manager Kusunda Area about correcting the date of birth of the concerned workman as 8-6-1936 and with this he has mentioned that in the I.D. Card and Form B Register the date of birth of the concerned workman is noted as 8-6-1936 and his age 38 years is also noted as on 1971 in the Form B Register, and below the date of birth 8-6-1936 in the Form B Register mentioned as per I.D. Register. A reply of this letter was given by the Personnel Manager, Kusunda Area vide letter dated 23/27-10-1992 that no such correction of age/date of birth of the concerned workman B. Lal could be done. Ext. W-3 is photo copy of the I.D. Card of the workman issued by the management under the signature of the P.O./C.M. dt. 11-7-1973 where the date of birth has been noted as 8-6-1936 in Sl. No. 24 of the Form B Register which is without any poor writing or cutting. Ext. W-4 is a letter given to the ALC(C), Dhanbad by the Janta Mazdoor Sangh raising a dispute regarding the age or date of birth of the concerned workman on 15-3-1993. The original I.D. Card of the concerned workman has also been filed.

12. On the other hand the management has filed the photo copy of the Form B Register where in Sl. No. 34 the name of the concerned workman has been noted and in Col. 5 his date of birth is noted as 8-6-1936 (as per I.D. Register) and age has also been noted as 38 years in Col. 4. Ext. M-2 is the photo copy of the letter given to the Area General Manager from the Regional Commissioner, C.M.P.F. through letter dt. 15-1-1993 in reply of the management's letter dt. 12-6-1993 where he has stated the date of birth of the concerned workman was 6-2-31. Ext. M-3 is the retirement notice given to the workman by the Project Officer, Gondudih Colliery vide letter dt. 24-6-1993. Ext. M-4 is the photo copy of the service excerpt of the workman dt. 26-4-1987 where the date of birth of the concerned workman is noted as 8-6-1936 where to there is no overwriting or cutting at all.

13. No other document has been filed on behalf of the parties.

14. The management has examined MW-1 Shri K. N. Ambastha who is working as Sr. P.O. and an employee of Kusunda Area and he dealt with the matter of superannuation of the concerned workman. He produced the photo copy of the Form B Register and on asking of the management the original Form B Register was produced later on in course of his evidence on 12-1-1996. He has also proved Ext. M-2, a letter of C.M.P.F. Commissioner Mr. Saxena and has further proved Ext. M-3 the letter of the Agent of the Area and has further proved service excerpt of the concerned workman Ext. M-4. He has stated that the concerned workman was literate and worked as Leave Clerk and Form B Register was written by one of the staff and signed by him and he was superannuated as per entry of the Form B Register. He has been cross-examined at length and could not say that after nationalisation of colliery four collieries were amalgamated and renamed as Gondudih Colliery and among them was Chhota Bowa Colliery. Form B Register is prepared under BCCL. It was prepared in the year 1971 as noted in the said register. He was not present in Gondudih Colliery at the time when Form B Register was prepared and the date of birth of the concerned workman was noted as 8-6-1936 in Col. 5 although this col. is not meant for it. In Form B, he had no knowledge which document was consulted to note the date of birth. Two notices were given to the concerned workman before superannuation. One was before 6 months and the other was before one month and they have given those notices as per entry made in the Form B Register. He has admitted that there is provision of supply of I.D. Card and P.F. slip during the service and he has stated in the year 1992 Mr. H. P. Singh was the Agent of the Gondudih Colliery and he has proved the letter Ext. W-1 and W-2. He has admitted that no pukka register was maintained by BCCL for the employees of BCCL and the concerned workman joined in the year 1-1-1953 during the company's time, and the P.F. register of the employees of the company remained in the C.M.P.F. office. He has denied that the contention of the management as given in the W.S. filed was false and baseless. But he has admitted that the workman raised a dispute through the sponsoring union before the Agent claiming his wrong entry of age as 38 years in the Form B Register. He had denied this entry of 38 years was made by the management to harm the workman and has stated that the claim of the workman was not justified. He has further stated that the entries made in the Form B Register is as per declaration of the workman and finally the said entries are read over to the workman and thereafter he puts his signature. He has further stated that in the identity card and service excerpts the age of the concerned workman is intimated. He has also further stated that he was not present when such declaration was made by the concerned workman but he has stated simply the procedure.

15. The workman examined himself as WW-1 and supported his case and proved Ext. W-1 to W-4 in his examination-in-chief. He has shown his I.D. Card which was issued to him in the year 1976 and his date of birth was entered in the I.D. Card and although he worked for 17 to 18 years with the pre-

sent management he was never intimated that his date of birth was noted as 1928 as on 1971. He has further stated that the Form B Register of old company are available in the collieries and after knowing this fact he filed a petition before the Agent of the Colliery supported by his union and his petition was forwarded with recommendation of the Agent to the P.O. But he was informed that no dispute was raised earlier and before the ALC(C), Dhanbad also no old record like Form B Register and P.F. register was produced by the management. In cross-examination he has stated that he never maintained Form B Register at any time. It was maintained by the P.O. Mr. Bhattacharjee who has since retired and he has not given through it earlier. He has also denied that old records of the old company are not available with the management and if not how the entries in the I.D. Card were made and Sl. No. 24 of Form B is mentioned in the I.D. Card whereas as per Ext. M-1 it is Sl. No. 34. He had denied that his statement was false in support of his case. WW-2 is Shri Muneshwar Singh working as Despatch Clerk and has supported the fact that Chhota Bowa Colliery merged to be formed as Gondudih Colliery after nationalisation and he knew the workman who was working in Chhota Bowa Colliery in 1973, and Form B Register and P.F. register were maintained from the very beginning but service excerpt was maintained subsequently. He has supported the fact that the workman has joined Chhota Bowa Colliery on 1-1-1953 and his date of birth was 8-6-36 which was entered in the Form B Register and P.F. register. In the Form B Register of the old company the Sl. No. of the workman was 24 and that date of birth was mentioned therein as 8-6-1936. He was the Secretary of Janta Mazdoor Sangh and he raised a dispute on behalf of the sponsoring union and the documents referred were brought to the notice of the Agent of the Colliery and who referred the matter to the Personnel Manager with all relevant documents. In cross-examination he has stated that he worked in Chhota Bowa Colliery from 1-3-1960 and he has named a number of workmen of that colliery working at that time. After merger of the colliery his date of birth was noted in Form B Register as 2-2-40 and till now he is in service and this is the entry in respect of the date of birth marked Ext. M-5, the particulars given therein are correct and he has signed this register. He has denied that he is deposing falsely and it has also been denied by him that the date of birth of the concerned workman was not 8-6-36.

16. While arguing his case it has been submitted on behalf of the management that as per Ext. M-1 Form B Register the age of the concerned workman was noted as 38 years in Col. 4 and accordingly the date of birth would be 1-7-1933 and superannuation of the workman was rightly done with effect from 1-7-1993 on completion of 60 years of age. It is said that this fact also finds support from the letter of the C.M.P.F. Commissioner, Ext. M-2 where the date of birth of the concerned workman is noted as 6-2-1931 and in this way he has gained two years of age as his date of birth would come in the year 1933 in view of the entries made in Form B Register calculating from First July and as such it is stated that it is incorrect to say that the workman was prematurely superannuated rather he worked for more than

two years in view of the letter Ext. M-2, Ext. M-3 is notice given to the workman dt. 24-6-93 whereas he was superannuated from 1-7-1993. It was admitted by MW-1 that two notices were given to the concerned workman one six months and another one month prior to his superannuation. But from Ext. M-3 it would appear that this notice was issued only a week ago and on this point the management was silent. Ext. M-4 is the photo copy of the service excerpt of the workman where the date of birth is noted as 8-6-1936 and admittedly service excerpt was supplied to all workmen working under the management of BCCL and if any workman had any objection that was to be noted and accordingly the matter was to be investigated. But here the date of birth is noted as 8-6-1936 and definitely it was supplied by the management and was accepted by the workman as he put his signature on the back sheet of the same. Here also the management is silent as to how this was done. MW-1 has also admitted that in the Form B Register the date of birth of the concerned workman is noted as 8-6-1936 and in Col. 5 it is noted as per I.D. register. There is definitely no cutting or overwriting in these entries. I.D. Card has been produced by the workman and it is the photo copy marked Ext. W-3 where the date of birth of the workman is noted as 8-6-1936 without any cutting or overwriting. The management is also silent about this entry made in service excerpt Ext. M-4 and I.D. Card Ext. W-3 issued to the workman by the management itself. MW-1 has further stated that the entries in Form B Register were made on the basis of the declaration made by the workman and they were read over to them and after finding them to be correct they used to put their signature. It is further stated about Ext. M-1 that no such declaration was made by the workman and he was stating simply the procedure. Old Form B Register, I.D. Card register of the old company where the workman had joined service had not been produced by the management although the same were called for by the workman. It is also surprising that much stress is given by the management on Ext. M-2, the letter of the Regional Commissioner, C.M.P.F. where the date of birth of the concerned workman is mentioned as 6-2-1931 and this reply was given by the C.M.P.F. Commissioner only within three days i.e. on 15-6-1993 in reply of the management's letter which is apparent from this Ext. itself. But surprisingly enough when this P.F. register was called for by this Tribunal as per petition made by the workman for its verification no reply was given by the said C.M.P.F. for 2/3 dates and when show cause notice was ordered to be issued by this Court, it is clear from the order-sheet, a letter of the C.M.P.F. office was received by this Tribunal dt. 27-10-1995 wherein it is mentioned that declaration Form A in respect of the concerned workman bearing P.F. No. D/282690 was not available in the office. Now it is quite surprising that when this declaration form was not available in the office then on what basis Ext. M-2 was issued by the C.M.P.F. office stating therein that the date of birth of the concerned workman was 6-2-1931 and in his view of the matter certainly this document cannot be relied upon.

17. It is further submitted on behalf of the management that the action of the management was quite justified and no discriminatory or arbitrary action was taken against the workman concerned and he was superannuated on completion of 60 years of age as per entry made in the Form B Register but the management is silent about the entry made in the said Form B Register of the workman, date of birth being 8-6-1936. It is also a fact that the Form B Register is under the custody of the management. Similarly I.D. Card register is also under the custody of the management. The entries made in the I.D. Card were as per the entries made in the Form B Register and in the I.D. Card issued to the workman the date of birth is mentioned as 8-6-1936. Then why these all entries were not relied upon by the management, the entry of 38 years of age as on 17-10-1971 was only relied upon is a peculiar circumstance and his age has been calculated to be 1-7-1933. Reference of JBCCI has been given by the management but nothing has been said as to why the specific entry on the date of birth of the concerned workman have not been relied upon by the management. There is no question that any interpolation was made by the workman in these entries as certainly these entries were made by the staff of the management and those registers are certainly under the custody of the management and were never in the custody of this workman.

18. It is further submitted that Ext. W-1 is a letter written by the then Agent, Gondudih Colliery to the Area Personnel Manager on the petition filed by the workman and the sponsoring union and after examining all relevant documents like Form B Register, P.F. Record and Service excerpt it was found that the entry of date of birth of the workman was 8-6-1936 which was correct one and it was forwarded for necessary action to the Area Personnel Manager. But it appears that the matter was not considered properly and a routine order was passed that it could not be considered. It was also submitted that at no point of time the workman was informed that his age 38 years was entered in the Form B Register in the year 1971 and this fact is also not mentioned in the service excerpt which was supplied to the workman vide Ext. W-1 and the workman found his date of birth as 8-6-1936 on the said service excerpt and also in the I.D. Card and P.F. Form, he was rest assured that correct entries regarding his age has been made in the register that he would be retiring on 1996 and this fact of 36 years of age of the concerned workman in the year 1977 was never communicated to him and the workman had no occasion to know this entry made in the Form B Register and on what basis it has been made in the original Form B Register or I.D. Card Register of the erstwhile private company have not been produced by the management on its asking in this Tribunal, and about Ext. M-2 it has been well discussed above and in the circumstances noted therein certainly without any basis and as the C.M.P.F. Commissioner did not send the concerned register and form filled up by the workman for verification in the Tribunal and after about 3 months it has been communicated that these form or register were not available in the office. So this Ext. M-2 goes away as it cannot be the paper of trust worthy and reliable.

19. I find much force in the plea taken by the workman and from the entries made in all the relevant document his date of birth was 8-6-1936 and all these entries were ignored by the management for which no satisfactory explanation has been given and only the entry of 38 years of age has been relied upon by the management which was for disadvantage to the workman. Naturally, if there was any doubt in the records of the management then benefit of such doubt must go in favour of the workman and against the position of the management by not producing those documents and the reply of the C.M.P.F. Commissioner that such register and documents were not available in the office also, then what reliance can be placed on the contention of the management and that really he was 33 years of age on 1971 and by calculation he would be completing 60 years of age on 1-7-1993 on which date he has been superannuated.

20. In the circumstances, as discussed above, I find that the action of the management in superannuating the concerned workman Shri Barmeshwar Lall, Ex-Leave Clerk w.e.f. 1-7-1993 is not at all justified and it cannot be said acted in good faith and this action of the management is arbitrary and malafide. Accordingly, the workman is entitled to the relief that he be superannuated on completion of 60 years of age on 8-6-1996. It is to be noted that even on that date his date has expired and he had been superannuated on reaching 8-6-1996 as per his date of birth taking to be correct as 8-6-1936 and so he would be entitled for monetary benefits of wages and other benefits for the period from 1-7-1993 to 8-6-1996. after calculating his full back wages, increment and other benefits had he been in service till 8-6-1996. Hence, the following Award is rendered :—

"The action of the management of Gondudih Colliery under Area No. VI of Kusunda Area of M/s. B.C.C.L. in superannuating Shri Barmeshwar Lall, Ex-Leave Clerk w.e.f. 1-7-1993 is not justified. Consequently the concerned workman is entitled to the wages for the period from 1-7-1993 to 8-6-1996 and other benefits with increments had he been in service till 8-6-1996."

The management of Gondudih Colliery of M/s. B.C.C.L. is directed to make payment of all monetary benefits accruing to the concerned workman after making proper calculation for the period from 1-7-93 to 8-6-1996 within two months from the date of publication of this Award in the Gazette of India.

However, here will be no order as to costs.

T. PRASAD, Presiding Officer

नई दिल्ली, 29 अप्रैल, 1997

का.आ. 1387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एस.डी.ओ. (फोन्स) टेलीकॉम, करीमनगर के प्रबंधनत्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध 1158 GI/97—13

में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद को पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[स. एन-40012/9/95-आईआर (डीयू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of SDO (Phones) Telecom, Karim Nagar and their workman, which was received by the Central Government on the 29-4-1997

[No. L-40012/9/95-IR (DU)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL - I AT HYDERABAD

PRESENT :

Shri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I.

Dated : 13th day of December, 1996.

INDUSTRIAL DISPUTE NO. 42 OF 1996

BETWEEN :

Shri A. Rajamouli, Area Secretary All India Telecom Employees Union, Line Staff and Group 'D' Warangal Area, H. No. 6-1-4, Ashok Nagar, Karim Nagar-505 001.  
..Petitioner.

AND

The Sub-Divisional Officer, (Phones) Telecom, Karim Nagar-505 001.  
..Respondent

APPEARANCES :

Shri C. Suryanarayana, Advocate for the Petitioner.

Shri P. Damodar Reddy, Advocate for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi made a reference to this Tribunal, by its order No. L-40012/9/95-IR (DU), dated 27-3-1996 under Section 10(1)(d) and 2-A of Industrial Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in its schedule which reads as follows :—

"Whether the SDO (Phones) Telecom, Karim Nagar is justified in terminating the services of Shri N. Anianevulu ? If not, to what relief the workman is entitled to ?"

2. After receipt of the said reference, this Tribunal issued notice to both the parties, to appear on 10-6-1996. On 10-6-1996 Shri C. Suryanarayana, Advocate filed vakalat for the petitioner. Shri P. Damodar Reddy, Advocate filed memo of appearance for the Respondent. Both parties filed their claim statement and counter by 28-9-1996. Thereafter the case under went adjournment. When the matter was called on 13-12-1996, both parties and their Advocates did not appear and even no representation is made on their behalf. Hence it is understood that the parties are not interested to prosecute the matter. Therefore, it is unnecessary to keep this I. D. on the file of this Tribunal. Hence I. D. is closed.

Given under my hand and the seal of this Tribunal, this the 13th day of December, 1996.

V. V. RAGHAVAN, Industrial Tribunal.

No oral or documentary evidence is adduced by both the parties.

नई दिल्ली, 29 अप्रैल, 1997

का.अ. 1388—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल टेलीग्राफ ऑफिस मद्रास के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनूबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[सं. एन-40012/73/92-आईआर (डी.यू.)]  
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1388.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Telegraph Office, Madras, and their workman, which was received by the Central Government on 29-4-97.

[No. L-40012/73/92-IR(DU)]  
K. V. B. UNNY, Desk Officer

### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU MADRAS.

Monday, the 30th day of December, 1996  
PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,  
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 3 of 1995

(In the matter of the dispute for adjudication under Section 10(1)(d) of Industrial Disputes Act, 1947 between the workman and the management of Central Telegraph Office Madras).

BETWEEN

Shri K. Vasudevan,  
S/o Parameswaran,  
No. 6, Extension,  
4, Thiruvalluvar Nagar,  
Kottur, Madras-85.

AND

The Chief Superintendent,  
Central Telegraph Office,  
II Line Beach, Madras-1.

REFERENCE :

Order No. L-40012/73/92-IR(DU); Ministry, of Labour, dated 2-1-95, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday, the 16th day of November, 1996 upon perusing the claim and counter statement and all other material papers on record and upon hearing the arguments of Thiru P. Selvaraj, Advocate appearing for the petitioner and of Thiru C.K. Vishnupriya, Addl. Central Govt. Standing Counsel, appearing for the management, and this dispute having stood over till this day Tribunal made the following.

### AWARD

Government of India, vide their Order No. L-40012/73/92 IR(DU), Ministry of Labour, dated 8-12-84, have referred, to this Tribunal this dispute for adjudication of the following issue :—

“Whether the action of the management of Central Telegraph Office, Madras in terminating the services of Shri K. Vasudevan, S/o Shri Parameswaran, is legal and justified? If not to what relief the workman is entitled to?”

2. After services of notices, both the petitioner and the respondent appeared before this Tribunal and filed their claim and counter statement respectively.

3. The main averments found in the claim statement filed by the petitioner are as follows :—

The petitioner Vasudevan was working in the Canteen of the respondent Central Telegraph Office, Madras-1 as additional cook from 23-11-87 to 18-12-90, his services were terminated by the respondent. The petitioner asked the manager of the Canteen as to how his junior by name Santhanam an additional cook was getting more salary than him. The Manager assaulted him and pushed him out and thereafter denied employment. He has not committed any act warranting his termination. No charge was framed against him. At time when he was necked out from the service he was getting a salary of Rs. 22 per day and salary was paid every week. Though he had worked in the respondent's canteen since 23-11-87 the respondent had stated before the Conciliation Officer that the records prior to August 1990 have been destroyed. He has been engaged by the respondent for over 3 years and he is eligible for reinstatement, continuity of service, backwages and other attendant benefits.

4. The main averments found in the counter filed by the respondent are as follows :

The petitioner was employed in the Canteen purely on casual basis in leave vacancies and on festive and other occasion when such employment was warranted. The statement of the petitioner regarding the assault on him by the Manager on 18-12-90 is totally false. He did not turn up for work after the said date. The petitioner demanded continuous work and other benefits and he has been continuously turned down the offer for casual employment. There is no possibility for the respondent to provide him continuous employment and other benefits. Although, the canteen administration was ready to offer him work on leave vacancies as done earlier the workman did not agree to engage himself as casual labourer. The records prior to August 1990 have been destroyed as per rules and the respondent is unable to produce any particulars. The petitioner was a casual worker and as such he was not entitled to any benefits. He has not rendered continuous service of 240 days within a period of 12 calendar months and hence he is not eligible for regular employment. The demand of the petitioner for reinstatement, back wages and other benefits is totally unjustified and not tenable.

Award may be passed dismissing the claim of the petitioner.

5. Ex. W-1 to W-3 have been marked on the side of the petitioner and Exs. M.1 to M.11 have been marked on the side of the respondent. No witness was examined on both sides.

6. The Point for consideration is : Whether the action of the Management of Central Telegraph Office, Madras in terminating the services of Shri K. Vasudevan, S/o Shri Parameswaran is legal and justified?

If not, to what relief the workman is entitled to?

7. The Point.—The petitioner Vasudevan was working in the Canteen of the Central Telegraph Office, Madras-1. It was alleged on the side of the petitioner that he was working in the canteen from 23-11-87 to 18-12-90 as additional cook and when he demanded salary on par with another additional cook by name Santhanam at the rate of Rs. 32 out the petitioner Canteen Manager Mr. Vijayan assaulted him and necked from the canteen. However, the respondent denied all these allegations and stated that the petitioner was employed as a casual, as and when it was necessary and no occurrence had taken place on 18-12-90 as alleged by him. It was the petitioner who did not turn up for work since 18-12-90 and even thereafter when casual work was offered to him as earlier, he refused to do the work and demanded the work of permanent nature and other benefits. The petitioner has not produced the appointment order as additional cook in the canteen of the respondent. He has stated that since 23-11-87 he has been doing the work of additional cook continuously till 18-12-90. However, the respondent has admitted that all those documents earlier to August 1990 have been destroyed as per rules. It was argued on the side of the petitioner that since the respondent had destroyed all the valuable documents, which will prove that he worked in the respondent canteen continuously from 23-11-87 to 18-12-90, it will prejudice him. However, if the said argument has to be accepted, there must be some proof that he had opportunity to work continuously from 23-11-87. Either there must have been continuous work to offer him the work additional work every day or that he must have been engaged in a job which was permanent in nature. If he was engaged in a job of permanent nature, he would have been given



an appointment order No. such appointment order was given to him. So, the reasonable presumption would be that he was engaged as a casual labourer. He had stated that he was working additional cook. There is no proof to substantiate the said claim. There is nothing on record that he was engaged by the respondent continuously on all these days. Thereafter, the destruction of records will not allow us to presume that he had worked continuously during that period. There is not even an allegation in the petition that he worked for more than 240 days for a continuous period of 12 calendar months. He has also not specifically claimed that his termination is against Sec. 25F of the I.D. Act, 1947. From the evidence available on record, we can come to the conclusion that he was engaged as a casual as and when required by the respondent.

8. It is clear from the documents available, in this case that the respondent was willing to take him as a casual labourer as they had taken him earlier but whereas the petitioner refused to work as a casual labourer and he demanded permanency and other benefits. To claim permanency and other benefits there must be some proof that he had put in 240 days of service in the respondent's canteen. In **DELHI DEVELOPMENT HORTICULTURE EMPLOYEE'S UNION Vs. DELHI ADMINISTRATION** (1992 II LLJ P 452) Apex Court held :—

“Court has to take note of the pernicious consequences to which the direction for regularisation of workmen on the only ground that they have put in work for 240 days or more days has been leading. The other injurious effects of the indiscriminate regularisation has been that many of the agencies have stopped undertaking casual or temporary works though they are urgent and essential for fear that if those who are employed on such works are required to be continued for 240 or more days have to be absorbed as regular employees although the works are time bound and there is no need for the workmen beyond the completion of the works. The public interests are thus jeopardised on both counts.”

In the instant case, there was no appointment order. There is no proof that the petitioner had worked for 240 days. In these circumstances, the petitioner cannot claim reinstatement, continuity of service and other attendant benefits. Respondent has denied the termination of the workman. The respondent was willing to engage the petitioner as casual as he was engaged earlier. However, the petitioner has refused to work as casual. There is no valid reason to grant the benefit claimed by the petitioner.

In the result, award passed dismissing the claim of the petitioner. No costs.

Dated, this the 30th day of December, 1994

S. THANGARAJ, Industrial Tribunal.

#### WITNESSES EXAMINED

For Workmen : None

For Management :

M.W-1 : Thiru A.R. Kailasamoorthy.

#### DOCUMENTS MARKED

For workmen :

Ex. W-1|23-3-92 : Copy of Conciliation Proceedings of Asst. Commissioner Labour (Central).

W-2|28-9-94 : Copy of High Court's Order in W.P. 19773|92.

W-3|3-2-94 : Copy of order of Central Government referring the dispute for adjudication.

For Management :

Ex. M-1|18-9-91 : Letter from petitioner to the Respondent turning down the offer of casual employment (xerox copy).

M-2|23-3-92 : Xerox copy of reconciliation proceedings of Assistant Labour Commissioner (Central), Madras dt. 23-3-92.

M-1|27-4-91 : Xerox copy of Minutes of Meeting held by Asst. Labour Commissioner (C) Madras.

M-4|10-7-91 : Xerox copy of Letter of offer of casual employment to the petitioner.



M-5|28-7-91 : Xerox copy of Letter of offer of casual employment to the petitioner.

M-6|5-8-91 : Xerox copy of Letter of offer of casual employment to the petitioner.

M-7|7-8-91 : Xerox copy of Letter of offer of casual employment to the petitioner.

M-8|16-8-91 : Xerox copy of Letter of offer of casual employment to the petitioner.

M-9|21-9-91 : Xerox copy of Letter of offer of casual employment to the petitioner.

M-10| : Copies of annual account of Canteen for the year 1990-91.

M-11| : Copies of annual account of Canteen for the year 1991-92.

Sd/- S.T.

I.T.

TRUE COPY FORWARDED  
BY ORDER

V. S. Gopalan  
Head Ministerial Officer  
Industrial Tribunal  
Madras.

नई दिल्ली, 29 अप्रैल, 1997

का.प्र. 1389.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.डी.ओ. (टेलीकॉम) ड्रोनचलम के प्रबंधन के संबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[सं. एल-40012/37/95-आईआर (डी.यू.)]  
के.वी.बी. उन्नी, डैस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1389.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO(T) Dronachalam

and their workman, which was received by the Central Government on 29-4-97.

[No. 1-40012/37/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I,  
AT HYDERABAD

PRESENT :

Sri V. V. Raghavan, B.A., LL.B.,  
Industrial Tribunal-I

Dated, the 15th day of November, 1996  
Industrial Dispute No. 32 of 1996

BETWEEN

Sri M. George, S/o M. Johan, R/o Deve-  
ranagar, Nandyal, Kurnool District,  
—Petitioner

AND

The Sub-Divisional Officer, (Telecom),  
Nandyal, Kurnool Dist.

—Respondent

APPEARANCES :

None—for the Petitioner

Sri P. Damodar Reddy, Advocate—for  
the Respondent

AWARD

The Govt. of India, Ministry of Labour, New Delhi, by its Order No. L-40012/37/95-IR(DU), dated 27-3-96 made a reference to this Tribunal under Section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication of Industrial Disputes mentioned its schedule which reads as follows.

“Whether the action of the management of SDO (T) Dronachalam is justified in terminating the services of Sri M. George ? If not, to what relief the workman is entitled to?

2. After receipt of the reference this Tribunal has issued notices to both the parties. The Respondent appeared and filed Vakalat but the notice was not served upon the petitioner as there is no such person at the given address. Hence a notice has been sent to Asst. Commissioner of Labour, Hyderabad who is the conciliation officer in this dispute for service upon the petitioner as well as the Asst. Commissioner

of Labour for service of notice. But neither a reply has been received from him nor the petitioner appeared before the Tribunal.

3. It is understood that this case is kept unnecessary on the file of this Tribunal. Hence I.D. is closed and it would be re-opened as and when the petitioner appears.

Given under my hand and the seal of this Tribunal, this the 15th day of November, 1996

V. V. RAGHAVAN, Industrial Tribunal

No oral or documentary evidence is adduced by both the parties.

नई दिल्ली, 29 अप्रैल, 1997

का आ 1390:—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर (टेलीकॉम) हैदराबाद के प्रबन्धतंत्र के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[सं एल-40012/81/95-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 29th April, 1997

S.O. 1390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager (Telecom) Hyderabad and their workman, which was received by the Central Government on 29-4-1997.

[No. L-40012/81/95-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri V. V. Raghavan, B.A., LL.B. Industrial Tribunal-I.

Dated, the 17th day of December, 1996

Industrial Dispute No. 89 of 1996

BETWEEN

Sri N. Badaiah, S/o N. Badaiah,  
H. No. 12-1-493/A, 69 Daibagh, Asifnagar,  
Hyderabad-500267 Petitioner

AND

The General Manager,

D/o Telecom Suryalek Complex, Gun-foundry, Hyderabad-500001 Respondent

APPEARANCES :

None—for the petitioner.

Sri P. Damodar Reddy Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi made a reference to this Tribunal by its order No. L-40012/81/95-IR (DU) dated 27-6-96 under Section 10(1)(d) and 2-A of Industrial Disputes Act, 1947 for adjudication of industrial disputes mentioned in its schedule which reads as follows.

"Whether the action of the management of General Manager (Telecom) Hyderabad is justified in terminating the services of Sri N. Badaiah if not, to what relief the workmen is entitled to?"

2. After receipt of the said reference. This Tribunal issued notices to both the parties to appear on 26-8-96. Respondent appeared and filed counter. Though notice were sent to the petitioner, the petitioner did not appear and file even a Claim Statement. No representation was also made on his behalf. It is understood that the petitioner is not interested to prosecute the matter. Hence the I. D. is closed.

Given under my hand and the seal of this Tribunal, this the 17th day of December, 1996.

V. V. RAGHAVAN, Industrial Tribunal.

No oral or documentary evidence is adduced by both the parties.

नई दिल्ली, 28 अप्रैल, 1997

का आ 1391:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन केन्द्र लखनऊ के प्रबन्धतंत्र के सबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

[सं एल-42012/2/89-आई आर (डी. यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 28th April, 1997

S.O. 1391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Doordarshan Kendra, Lucknow and their work-

man, which was received by the Central Government.

[No. L-42012/2/89-IR (DU)]

K. V. B. UNNY, Desk Officer

### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 290 of 1989

In the matter of dispute :

### BETWEEN

Director Doordarshan Kendra,  
5 Meerabai Marg, Lucknow.

### AND

President

Doordarshan Karamchari Congress,  
1 Abdul Aziz Road, Lucknow.

### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-42012/2/89-IR (DU) dated 10-11-89, has referred the following dispute for adjudication to this Tribunal:—

Whether the Director Doordarshan Kendra Lucknow was justified in terminating the services of Sri Suresh Kumar w.e.f. 1-10-85 ? If not, what relief the workman is entitled to ?

2. The concerned workman Suresh Kumar in his claim statement has alleged that he was engaged on 1-1-84 as unskilled worker by the opposite party Doordarshan Kendra Lucknow to perform the job of ~~poor~~ messenger watchman and Farrash. He continued to work upto 30-9-85 with artificial breaks thereafter his services were terminated in breach of Section 25-F G of I. D. Act, as he had completed for more than 240 days.

3. The opposite party filed reply in which it was alleged that the concerned workman was taken as casual labour for doing specific job. He had not completed 240 days.

4. In the rejoinder nothing new has been said.

5. In support of his case Suresh Kumar has filed his affidavit. Whereas Head Clerk Vinod Chandra Srivastava has examined himself as MW-1. The concerned workman has further filed certificate dated 25-7-84 showing that he had worked from 4-1-84 to May, 1984 and certificate dated 10-9-85 showing that he had worked from March, 85 to August, 1985. Apart from this he had summoned attendance register and accounts register to prove that he had worked for 240 days. The management has filed Ext. M-1 to M-2 a register of the name of Suresh Kumar for the period 80. Thus it is obvious that this attendance register do not relate to period in question hence they are not material.

6. From the evidence of Suresh Kumar it emerges out that he had worked for more than 240 days. Vinod Chandra Srivastava MW-1 has stated that the concerned workman was engaged as casual labour. His attendance was registered in the attendance register which has been filed. He had not completed 240 days in a year.

7. I am not inclined to believe the version of the management as it has failed to produce the relevant attendance register to show the number of working days of the concerned workman. As observed earlier Ext. M-1 and M-2 the attendance register do not relate to the period in question hence they are not of any help. Thus drawing adverse inference against the management because of failure to fill attendance register, I accept the evidence of workman and hold that he had worked for more than 240 days in a year. Admittedly no notice pay and retrenchment compensation was given to him, hence his termination is bad in breach of Section 25-F of I. D. Act.

8. There is no prove for substantiating the breach of provision of Section 25-H of I. D. Act.

9. In the end my award is that the termination of the concerned workman is bad in law and he is entitled for reinstatement with back wages as a daily rated worker at the rate at which he was drawing wages for the last time.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 मई, 1997

का. आ. 1392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन इस्टीमेट आफ स्पाईसेस रिसर्च, कालीकट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, कोजिकोडे के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[सं. एल-42012/142/95-आई. आर. (बी-1)]

के.वी.बी.उन्नी, डेस्क अधिकारी

New Delhi, the 1st May, 1997

S.O. 1392.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kozhikode as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Institute of Spices Research, Calicut and their workman, which was received by the Central Government on 29-4-1997.

[No. L-42012/142/95-IR (B-I)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

IN THE LABOUR COURT, KOZHIKODE,  
KERALA STATE

Saturday, the 18th day of January, 1997

## PRESENT :

Shri P. O. Barkath Ali B.Sc., LL.B., Presiding  
Officer.

I. D. (C) 8/96

## BETWEEN

1. The Director,  
Indian Institute of Spices Research,  
Chelavoor, Calicut-673012.
2. The Farm Superintendent,  
Indian Institute Spices Research,  
Peruvannamuzhy, Quilandy Taluk,  
Kozhikode-673528 .. Management

## AND

Shri Manojan K. T.,  
Kizhekketheza House,  
Muthuvannacha P.O.,  
Kuttiadi (Via),  
Calicut, Dist. .. Workman

## Representations :

Sri P. M. Padmanabhan, Advocate, Calicut—  
For Managements.

## AWARD

This is an industrial dispute between the management of M/s. Indian Institute of Spices Research Calicut and its workman Sri Manojan K. T. referred to this court for adjudication by G.O. No. L-42012/142/95-IR (B-I) of Government of India, Ministry of Labour dated 26th August, 1996.

2. The issue referred for adjudication is

“Whether the action of the management of Indian Institute of Spices Research, Peruvannamuzhy, Kozhikode in terminating the services of Manojan K. T. is legal and justified ? If not, to what relief the workman is entitled to ?”

3. In pursuance to the notices issued the management entered appearance. The worker remained absent and was set *ex parte*. It follows the worker has abandoned his claim. Therefore an award has to be passed rejecting the claim of the workman.

4. In the result, an award is passed rejecting the claim of the workman.

Dictated to the Confidential Assistant transcribed by him, revised, corrected and passed by me on the 18th day of January, 1997.

P. O. BARKATH ALI, Presiding Officer.

नई दिल्ली, 2 मई, 1997

का. प्रा. 1393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन इंस्टीट्यूट ऑफ़ स्पाईसेस रिसर्च, कालीकट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कालीकोडे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-97 को प्राप्त हुआ था।

[सं. एल-42012/145/95-आई. आर. (बी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 2nd May, 1997

S.O. 1393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kozhikode as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Institute of Spices Research, Calicut and their workman, which was received by the Central Government on 29-4-1997.

[No. L-42012/145/95-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

IN THE LABOUR COURT, KOZHIKODE  
KERALA STATE

Saturday, the 18th day of January, 1997.

## PRESENT

SHRI P.O. BARKATH ALI B.Sc., LL.B.,

Presiding Officer

I.D. (C) 16/96

## BETWEEN :

- (1) The Director,  
Indian Institute of Spices Research,  
Chelavoor, Calicut-673 012.
- (2) The Farm Superintendent,  
Indian Institute of Spices Research,  
Peruvannamuzhy, Quilandy Taluk,  
Kozhikode-673 528.

.. MANagements

## AND

Shri Bhaskaran K.T.,  
Kizhekkethaza House,  
Muthuvannacha, P.O.,  
Kuttiadi (Via),  
Calicut. (Dist.),

.. WORKMAN

**REPRESENTATIONS :**

Sri P.M. Padmanabhan, Advocate,  
Calicut. . . For Managements.

**AWARD**

This is an industrial dispute between the management of M/s. Indian Institute of Spices Research, Calicut and its workman Sri Bhas-karan K.T. referred to this court for adjudication by G. O. No. L-42012/145/95-IR(DU) of Government of India, Ministry of Labour dated 26th August, 1996.

The issue referred for adjudication is "whether the action of the management of Indian Institute of Spices Research, Peruvannamuzhy, Kozhikode in terminating the services of Shri Bhaskaran, K. T. is legal and justified? If not, to what relief the workman is entitled to?"

3. In pursuance of the notices issued the management entered appearance. The worker remained absent and was set ex parte. It follows the worker has abandoned his claim. Therefore an award has to be passed rejecting the claim of the workman.

4. In the result, an award is passed rejecting the claim of the workman.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 18th day of January, 1997.

P. Q. BARKATH ALI, Presiding Officer

नई दिल्ली, 1 मार्च, 1997

का आ 1494:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मन्दल मन्त्रालय के प्रवक्ता के संवद निधोजकी और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-3-97 को प्राप्त हुआ था।

[संख्या एल-41012/137/94/आई आर (बी)]

पी. जे. मार्कल, हेमक अधिकारी

New Delhi, the 17th March, 1997

S.O. 1394.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure.

1158 GI/97--13

in the industrial dispute between the employers in relation to the management of Central Railway, Jhansi and their workman which was received by the Central Government on the 13-3-1997.

[No. L-41012/137/94/IR((B))]

P. J. MICHAEL, Desk Officer

**ANNEXURE**

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 125 of 1995

In the matter of dispute between  
The President, ROMRM Congress 2/236  
Namneir Agra.

**AND**

Sr. Divisional Electrical Engineer (JD),  
Central Railway Jhansi.

**AWARD**

1. Central Government, Ministry of Labour, vide its notification No. L-41012/137/94-I.R.(B) dated 30-11-95, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the Sr. DEE(TD) C. Rly., Jhansi to offer appointment in Gp. 'D' categories against permanent vacancy to Sri Rajendra Kumar Sharma, MRCL Dr. getting salary in pay scale of Rs. 950-1500 for last 7 years is legal and justified? If not, he is entitled to what relief?

2. The concerned workman Rajendra Kumar Sharma has alleged that he was appointed as Truck Jeep Driver on 21-11-84, under Sr. Div. Electrical Engg. (JD) Central Railway Jhansi and was posted at Agra Cantt. Railway Station. According to Rs. 106 of Railway Estt. Manual an employee who is engaged on the particular post will be entitled for confirmation on this very post. The concerned workman was engaged in group C category whereas while confirming the concerned workman he has been given group D category which is illegal. Hence this is bad and he is entitled for being placed in category C in the scale of Rs. 950-1500.

3. The opposite party has filed reply in which it has been denied that the concerned workman was posted in group C cat. Instead he was engaged as MRCL Jeep Driver in group D category. He was called for screening but he failed to turn up.

4. In the rejoinder nothing new has been said.

5. Repeated opportunities were given to the concerned workman to adduce his evidence. On 14-1-97 he was debarred from adducing evidence. Thus from the side of concerned workman there is no evidence worth the name to show that he has engaged as Truck & Jeep Driver in category C. On the other hand there is definite statement of Vinod Kumar Shukla, M.W.1 that the concerned workman was engaged as driver in category D and did not come for screening test for regularisation.

6. From the above discussions it becomes clear that the concerned workman has failed to prove that he was engaged in group C category which is the foundation of his case. As such the concerned workman having failed to prove his case is not entitled to any relief.

7. Accordingly my award is that concerned workman is not entitled for regularisation in group C category in grade Rs 950-1500 as claimed and he is not entitled for any relief.

Date : 6.3.1997

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 मार्च, 1997

का आ 1395.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ मद्रास लिमिटेड, मद्रास के प्रबन्धसूचक के संबद्ध नियोजकों के बीच, अनुवर्ध में निरिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-3-97 को प्राप्त हुआ था।

[संख्या एन-12011/89/89-आई.आर. बी-1/बी III]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 20th March, 1997

S.O. 1395.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Tamil Nadu, Madras as shown

in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Madurai Ltd. and their workman, which was received by the Central Government on the 20-3-1997.

[No. L-12011/89/89-IR BI/B.III]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU MADRAS

Friday, the 29th day of November, 1996

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal.

INDUSTRIAL DISPUTE No 82 OF 1991

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Bank of Madura Ltd., Madras).

BETWEEN

Smt. V. R. Deivanai, No. 44, South Velallar Street, Woriyur, Trichy 620003.

AND

The Chairman, Bank of Madura Ltd., 758, Anna Salai, Madras 600002.

REFERENCE :

Order No. L-12011/89/89-IR.B. I/B. III, Ministry of Labour, dated—/ Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday, the 26th day of November, 1996 upon perusing the claim, counter and statement and other material papers on record and upon hearing the arguments of M/s. R. Vaiga and S. Vaidyanathan, Advocates appearing for petitioner and of Thiru S. Jayaraman, Advocate appearing for the respondent, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

The Government of India in its Order No. L-12011/89/89-IR B.I/B.III, Ministry of Labour, dated 2-12-1991, referred this dispute to this Tribunal u/s. 10(1)(d) of the I.D. Act, for adjudication of the following issue :

“Whether the action of the management of the Bank of Madurai Ltd., was justified in terminating the service of Smt. V. R. Deivanai, w.e.f. 22-5-1988 ? If not, to what relief the workman is entitled to ?”

On service of notice the petitioner and the respondent appeared before this Tribunal and filed their claim statement and counter statement respectively.

3. The main averments found in the claim statement filed by the petitioner are as follows :

The petitioner V. R. Deivanai joined the respondent bank on 2-5-1987 as a clerk and she continued in service till 21-5-1988. During that period she had worked for more than 240 days including Sundays and other holidays. After 21-5-1988 the petitioner was not given any work. When the petitioner raised an industrial dispute the management contended before the Conciliation Officer that the petitioner was only a casual employee and had not worked 240 days during that period. The respondent bank has violated the bipartite settlement. The bank appointed persons on permanent basis whereas the petitioner was not considered for absorption. The termination of her service in violation of Sec. 25F of the I.D. Act, 1947. The petitioner is entitled to have preference for re-employment as per Sec. 25H of the I.D. Act, 1947. When the respondent has called for application for the post of clerk the petitioner has also sent an application. However her application was not considered by the respondent bank. Rule 77 and 78 of the Industrial Dispute (Central) Rules have not been followed by the respondent bank and they have not intimated the petitioner who is a retrenched employee before recruiting new hands. The petitioner was not a casual employee as contended by the respondent bank. Award may be passed for reinstatement, continuity of service, and full back wages with all attendant benefits w.e.f. 21-5-1988.

4. The main averments found in the counter filed by the respondent are as follows :

The petitioner was engaged on casual basis as and when exigency arose. On the dates she had paid wages she was not given written appointment order nor was her name included in the muster roll. The petitioner never used to sign the attendance register and wages were paid for the actual date of work and the said amount was paid in lump sum through vouchers. The wages were paid weekly and not monthly as in the case of permanent employees. The petitioner never worked for more than 240 days as alleged by her. There is no valid industrial dispute existing between the petitioner and the respondent and consequently the reference between the petitioner and the respondent and consequently the reference itself is incompetent. The petitioner has no locus standi to raise the issue and she has no right of employment under the respondent. The allegation that she was continuously working in the bank from 2-5-1987 to 21-5-1988 is not correct. She had worked for 87 days during that year. Cl. 20.7 of bipartite settlement contemplates the employment of temporary employee for a temporary period of work which is of an essentially temporary in nature. Cl. 20.12 of Bipartite Settlement deals with temporary workman when other things being equal. There is lot of difference in the imports of the term 'leave vacancy and temporary vacancy'. To fulfil the requirements of these two clauses there should be a limited period of work which is often essentially temporary in nature. Though the bank has appointed certain persons thereafter, they were appointed by the regular procedure of holding written test and interview. The petitioner cannot

take advantage of the appointment of such persons. The petitioner had not put in 240 days and she cannot plead for violation of Sec. 25F of I.D. Act. When the bank had advertised inviting applications for the post of clerks, the petitioner did not even respond to the advertisement. The claim of the petitioner that rules 77 and 78 of Industrial Disputes (Central) rules have been violated is not sustainable on the facts of this case. The claim of the petitioner that the respondent has violated Sec. 25H is also equally unsustainable in law. The petitioner was engaged on casual basis as and when exigencies arose. Such engagement fall outside the purview of the definition of the term 'retrenchment' by means of amendment of Sec. 2(oo) and (bb) of I.D. Act, 1947. The claim of the petitioner has no merits and it has to be rejected.

5. The petitioner was examined as a witness on her side. One witness was examined on the side of the respondent-management. Exs. W-1 to W-11 series have been marked.

6. The only point for our consideration is : Whether the action of the management of Bank of Madura Ltd., was justified in terminating the services of Smt. V. R. Deivanai w.e.f. 22-5-88 ? If not, to what relief the workman is entitled to ?

7. The petitioner Smt. V. R. Deivanai was engaged in the respondent-bank of Madura Ltd., Trichi branch. It is the allegation of the petitioner that she was employed in the respondent bank from 2-5-1987 to 21-5-1988 and thereafter the respondent refused to give employment for her. It was further contended by her that during the said period she had worked for more than 240 days and therefore the termination of her service by the bank without following the procedures of Sec. 25F of the I.D. Act, is not in accordance with law. The respondent has contended that she was engaged as and when exigency arose. She was not appointed as a clerk between 2-5-1987 and 21-5-1988 as contended by her. The respondent has further stated that neither written appointment order nor termination order was given to her. Her name was also not included in the muster roll. She never signed in the attendance register and wages were paid to her for the actual days of work and the payment was made through vouchers. She was paid weekly and not monthly as in the case of permanent employee. The petitioner when examined as WW1 before this Tribunal was cross examined by the management. In the cross-examination she had admitted that she was paid daily wages for the days of actual work; that no wages was paid for the holidays and national/festival holidays; that she was paid in lump sum through vouchers; that she was not given any appointment or termination order and her name will not be found in the muster roll and that she had not signed in the attendance register. The admission of the petitioner would go to show that she was not given appointment order and was not taken into the employment of the respondent Bank. In the management of Crompton Engineering Co, Madras Vs. The Presiding Officer, Additional Labour Court, Madras (1974 111J 459) it was held by our High Court at pages 461 and 462 as follows :

"The respondents 2 to 4 herein were all employed purely on casual basis and daily rated, and the contract of service was for the day only; no payment was made for sundays or other holidays; while the permanent employees had the benefit of a graded scale of basic wages and separate dearness allowance, respondents 2 to 4 were purely casual employees and were paid only on consolidated basis; they were not entitled to any leave or other privileges available to permanent workers; in short, the service conditions of respondents 2 to 4 varied widely with those of the permanent employees themselves in that very department; even during the period they were taken on casual employment, there has been a number of occasions when there has been break in the period of employmental they had not worked fully during the entire weeks on a number of occasions.".....

Essentially an order of reinstatement postulates the existence of a post in which the particular person was working and with reference to which his employment was terminated. Where there was no post and there was no termination of employment, but only there was the employment of a particular individual for a specific period or for specific work, the employment automatically came to an end on the expiry of such period or after the work was over, and consequently there was no termination and there was no question of re-instatement."

From the said decision it is clear that the petitioner was not employed as temporary employee as contended by her.

8. The petitioner has stated that she had worked for 240 days between 2-5-1987 to 21-5-1988. There is no document to show that she was engaged between 2-5-1987 and 21-5-1988. Ex. W-11 series would go to show that between 1-9-1987 and 18-9-1987 she worked for 15 days; that in the month of December 1987 she worked for 18 days between 1-9-1987 and 18-9-1987 and for 14 days between 22-9-1987 and 9-10-1987 and that between 13-10-1987 to 14-11-87 for 26 days. It is clear that the management was not continuous and that she had been engaged as and when exigency arose. From Ex. W-11 series it cannot be said that she had worked for 240 days. When there is no substance excepting her own interested testimony and the documents submitted by her to prove that she had worked in the respondent bank between 2-5-1987 to 21-5-1988 and the calculation for accounting days will be of no avail. The respondent in the counter has stated that she had worked for a total period of 87 days intermittently in the bank. In Ex. W-5 she had stated the dates on which she had actually worked but not paid. The petitioner had not made any claim earlier that she was not paid to the dates actually worked by her. In the counter statement filed before the Assistant Labour Commissioner (Central) Madras to the respondent bank had stated that she had hardly worked for 175 days. That admission

also will not go for her rescue in counting 240 days within 12 calendar months. Ex. W-8 her authorised representative had stated about the actual dates of work from April, 1987 to May, 1988. In the claim statement it is the case of the petitioner that she joined duty only on 2-5-1987. So, the same will satisfy the claim in Ex. W-5 as if she had worked in April 1987 also. There is no proof to show the dates on which she has actually worked. Unless she could be able to substantiate her claim of actual work, the statement given in Ex. W-5 will not come her rescue. It was argued on the side of the petitioner that national festival holidays and other holidays should be taken in her favour. The said calculation can be had if the employee had worked continuously for a period of one year. The petitioner has also failed to prove that she had worked for 240 days within a period of 12 consecutive calendar months, as held in *Surendra Kumar Verma Vs. Central Government Industrial Tribunal New Delhi* (1981 I LLJ P 386). The petitioner has also drawn my attention to the decision reported in the workmen of American Express International Banking Corporation Vs. The Management of American Express International Banking Corporation (1985 II LLJ 539). The Supreme Court has held in the said decision as follows :

"Sec. 25F of the Industrial Disputes Act is plainly intended to give relief to retrenched workmen. The expression "actually worked under the employer" cannot mean those days only when the workmen worked with the hammer, sickle or pen but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, Standing Orders etc. The explanation to Sec. 25B(2) is only clarificatory and cannot be used to limit the expanse of the main provision. It cannot be said that only those days which are mentioned in the explanation should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days."

In the above case the workmen was appointed as a typist on 4-11-1974 and had worked till 31-10-1985 with number of short breaks. In the instant case there was neither appointment order nor termination order given to the petitioner. The very admission of the petitioner would go to show that she was only a casual employee whenever exigency arose. Her case cannot be equated with the case of temporary typist appointed by the bank. Therefore this ruling will not be applicable to the case of the petitioner. However there is no valid ground to come to the conclusion that the petitioner had worked 240 days within a period of 12 consecutive months.

The petitioner has contended that before terminating her service, the provisions of Sec. 25F of ID Act have not been followed. She has further contended that after her termination when new recruitment was



made by the Bank she was not offered employment a contemplated u/s 25H of the ID Act. In Central Bank of India Vs. S. Satyam & others 1996 II LLJ 820 the Apex Court held as follows :

"The benefit of applicability of Sec. 25F can be claimed by a workman only if he has been in continuous service for not less than one year as defined in Sec. 25B. Any other retrenched workman who does not satisfy this requirement of continuous service for not less than one year cannot avail the benefit of Sec. 25F which prescribes the conditions precedent to retrenchment of workman of this category. Sec. 25G prescribes the procedure for retrenchment and ordinarily applies the principle of 'last come first go'".

"Sec. 25H then provides for reemployment of retrenched workmen. It says that when the employer proposes to take into his employ any persons, he shall, in such a manner as may be prescribed, given an opportunity to the retrenched workman who are citizens of India to offer themselves for reemployment shall have preference over other persons. Rules 77 and 78 of the Industrial Disputes (Central) Rules 1957 prescribe the mode of reemployment. Rule 77 requires maintenance of seniority list of all workmen in a particular category from which retrenchment is contemplated arranged according to seniority of their service in the category and publication of that list. Rule 78 prescribes the mode of reemployment of retrenched workmen. The requirement in rule 78 is of notice in the manner prescribed to every one of all the retrenched workmen eligible to be considered for reemployment."

"Sec. 25H is couched in wide language and is capable of application to all retrenched workmen not merely those covered by Sec. 25H. It does not require curtailment of the ordinary meaning of the word 'retrenchment' used therein. The provision for reemployment of retrenched workmen merely gives preference to a retrenched workman in the matter of reemployment over other persons. It is enacted for the benefit of the retrenched workmen and there is no reason to restrict its ordinary meaning which promotes the object of the enactment without causing any prejudice to a better placed retrenched workman."

From the above decision it is clear that except the workman who had been in continuous service for not less than one year other workman who does not satisfy that requirement of continuous service of not less than one year cannot avail the benefit u/s 25F of I.D. Act. In the instant case though the workman had stated that she had worked for a continuous period of more than one year there is no acceptable evidence both oral and documentary to substantiate the said claim. Hence the workman herein cannot take advantage of the provisions of Sec. 25F of the I.D. Act.

As far as her claim u/s. 25H of the I.D. Act 1947 is concerned there is no valuable piece of evidence to show that she has been retrenched by the management. She was engaged by the management as and when exigency arose. There is nothing on record to show that she had worked for 240 days within the period of one year. Therefore, though her juniors have been appointed, later as clerks, she cannot make any claim. Above all, she has passed SSLC and the prescribed minimum qualification for the post of clerk in the respondent bank was degree. Since she was not a graduate she does not qualify for the post. Since she has not satisfied the minimum qualification the management did not consider her application. In the circumstances of the case it cannot be said that the management was wrong. Therefore she cannot claim that the management has not offered her the employment before selecting her juniors. It was argued on the side of the petitioner that rule 62 and 63 of Tamilnadu Industrial Dispute Rules, 1958 have not been followed by the management. As I have already stated her services were purely casual in nature and she had no qualifying service of 240 days in one year and so her claim cannot be accepted.

Cl. 20.7 and 20.12 of Bipartite Settlement deal with temporary employees. The petitioner was not a temporary employee and she was only a casual who was engaged as and when exigency arose. Therefore the petitioner cannot rely on these two clauses in the bipartite settlement. From the foregoing discussions it is clear that the action of the management of the bank of Madura Ltd., is justified and the petitioner Tmt. V. R. Deivanai is not entitled to any relief. The Industrial dispute is dismissed. No costs.

In the result, award is passed dismissing the Industrial dispute.

Dated, this the 29th day of November, 1996

THIRU S. THANGARAJ, Industrial Tribunal.

#### WITNESSES EXAMINED

For Workmen :

W.W. 1 : Tmt. V. R. Deivanai

For Management :

M.W. 1 : Tmt. G. Arogiamary.

#### DOCUMENTS MARKED

For Workman :

W-1/6-6-88 : Letter from the Petitioner to the Respondent-management requesting to consider for permanency (copy).

W-2/9-7-88 : Letter from the Petitioner to the Regional Labour Commissioner (Central) (copy).

W-3/20-9-88 : Letter from the Respondent-Bank to the Asst. Commissioner of Labour, (Central) Madras.

W-4/3-12-88 : Letter from the petitioner to the Assistant Commissioner of Labour (Central), Madras.

W-5/June 1989 : Letter from the petitioner to the Assistant Commissioner of Labour (Central), Madras requesting to give direction to the respondent management for production of certain document.

W-6/11-10-89 : Counter statement filed by the respondent-management.

W-7/30-10-89/22-11-89 : Conciliation failure report.

W-8/ : Letter from the A.R. of the Petitioner to the Asst. Commissioner of Labour (Central), Madras.

W-9/30-12-87 : Application for confirmation of engagement of casual workman (xerox copy).

W-10/ : Application by the petitioner to the respondent management enclosing D.D. dt. 5-5-88 (copy).

W-11/series : Payment Vouchers (7 nos) (xerox copy).

For Management : Nil.

आदेश

नई दिल्ली, 2 मई, 1997

कां.अं-1396-जबकि भारत सरकार में तत्कालीन श्रम रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. कां.अं. 441 दिनांक 29 जनवरी, 1965 द्वारा गठित श्रम न्यायालय जबलपुर के कार्यालय में पीठासीन अधिकारी का पद रिक्त हो गया है।

अतः अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री डी. एन. दिक्षित को 16 अप्रैल, 1997 के पूर्वार्द्ध में उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[फा.सं. ए-11016/2/96-सी.एल.एस. II(ii)]

एम. वी. कृष्णन, अवर सचिव

ORDER

New Delhi, the 2nd May, 1997

S.O. 1396.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court, Jabalpur, constituted by the Notification of the Government of India in the then Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S. O. 441, dated the 29th January, 1965 :

Now, therefore, in pursuance of the provisions of Section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri D. N. Dixit, as the Presiding Officer of the Labour Court with effect from 16th April, 1997 (F. N.).

[F. No. A-11016/2/96-CLS-II (ii)]

S. V. KRISHNAN, Under Secy.

आदेश

नई दिल्ली, 2 मई, 1997

कां.अं-1397-जबकि भारत सरकार में तत्कालीन श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या कां.अं. 2747 दिनांक 6 सितम्बर 1966 द्वारा गठित औद्योगिक अधिकरण जबलपुर के कार्यालय में पीठासीन अधिकारी का पद रिक्त हो गया है।

अतः अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री डी. एन. दिक्षित को 16 अप्रैल 1997 के पूर्वार्द्ध में उक्त औद्योगिक अधिकरण के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[फा.सं. ए. 11016/2/96-सी. एल. एस. II (iii)]

एम. वी. कृष्णन, अवर सचिव

ORDER

New Delhi, the 2nd May, 1997

S.O. 1397.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Industrial Tribunal, Jabalpur, constituted by the Notification of the Government of India, in the then Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S. O. 2747, dated the 6th September, 1966 ;

Now, therefore, in pursuance of the provisions of Section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri D. N. Dixit, as the Presiding Officer of the Industrial Tribunal with effect from 16th April, 1997 (F. N.).

[F. No. A-11016/2/II (iii)]

S. V. KRISHNAN, Under Secy.

नई दिल्ली, 6 मई, 1997

कां.अं-1398-राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 उपनियम (4) के अनुसरण में केन्द्रीय सरकार कर्मचारी भविष्य निधि संगठन श्रम मंत्रालय नई दिल्ली के प्रशासिक नियंत्रणार्थित उक्त क्षेत्रीय कार्यालय रायपुर (म.प्र.) को एतद्वारा अधिसूचित करती है।

[फा. सं. ई-11011/1/93-रा.भा.नं.]

पी. एम. सिराजुद्दीन, निदेशक

New Delhi, the 6th May, 1997

S.O. 1398.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the Sub-regional office, Raipur (M. P.), an office under the administrative control of Employees Provident Fund Organisation, Ministry of Labour, New Delhi.

[F. No. E-11011/1/93-R.B.N.]

P. M. SIRAJUDDIN, Director.

नई दिल्ली, 6 मई, 1997

का०आ० 1399—केन्द्रीय सरकार का यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (२) के उपखंड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का०आ० 3442 दिनांक 28 नवम्बर, 1996 द्वारा भारत प्रतिभूति भूखण्ड नसिक रोड, को उक्त अधिनियम के प्रयोजनों के लिए 28 नवम्बर, 1996 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (२) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 28 मई, 1997 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[संख्या एम-11017/3/91-श्री० सं० (नी०वि०)(i)]

एच. सी. गुप्ता, अवसर सचिव

New Delhi, the 6th May, 1997

S.O. 1399.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S. O. No. 3442, dated 28th November, 1996, the India Security Press, Nasik Road to be a public utility service for the purpose of the said Act, for a period of six months from the 28th November, 1996 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 28th May, 1997.

[No. S-11017/3/91-IR (PL) (i)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 6 मई, 1997

का०आ० 1400—केन्द्रीय सरकार का यह समाधान हो जाने पर कि लोक हित में ऐसा करना अपेक्षित है कि इंडिया गवर्नमेंट मिंट, हैदराबाद को जो औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की प्रथम अनुसूची

के मद संख्या 11 में निर्दिष्ट है उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाए ;

अतः अब औद्योगिक विवाद अधिनियम, 1947 की धारा 2 के खंड (६) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त आयोग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[संख्या एम० 11017/1/96-श्री० सं० (नी०वि०)]

एच० सी० गुप्ता अवसर सचिव

New Delhi, the 6th May, 1997

S.O. 1400.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Hyderabad which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act ;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/1/96-IR (PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 7 मई, 1997

का०आ० 1401—केन्द्रीय सरकार का यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित है कि यूरैनियम उद्योगिको, जो औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की पहली अनुसूची के मद सं 19 के अधीन आता है, उक्त अधिनियम के प्रयोजनार्थ लोक उपयोगी सेवा घोषित किया जाए ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (६) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार यूरैनियम उद्योग को उक्त अधिनियम के प्रयोजनों के लिए छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[संख्या एम. 11017/9/97-श्री० सं० (नी०वि०)]

एच० सी० गुप्ता, अवसर सचिव

New Delhi, the 7th May, 1997

S.O. 1401.—Whereas the Central Government is satisfied that the public interest requires that the Uranium Industry which is covered by item 19 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act ;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/9/97-IR (PL)]

H. C. GUPTA, Under Secy.

आदेश

नई दिल्ली, 8 मई, 1997

का.प्र. 1402.—जबकि केन्द्रीय सरकार को यह राय है कि बजाज इलेक्ट्रिकल्स लिमिटेड, के नियोजताओं और उनके कर्मचारियों के बीच इस के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट मामलों के संबंध में एक औद्योगिक विवाद विद्यमान है ;

और जब कि उक्त औद्योगिक विवाद ऐसी प्रकृति का है कि एक से अधिक राज्यों में अवस्थित बजाज इलेक्ट्रिकल्स लिमिटेड के प्रतिष्ठानों के ऐसे विवाद से हितबद्ध होने या प्रभावित होने की संभावना है ;

और अब कि केन्द्रीय सरकार को यह राय है कि उक्त औद्योगिक विवाद का न्याय निर्णय एक राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिये;

अतः अब केन्द्रीय सरकार—

(1) औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-ख द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए एतद्वारा एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन करती है, जिसका मुख्यालय मुम्बई में होगा, और न्यायभूमि प्रार.एन. वर्मा की इसका पीठासीन अधिकारी नियुक्त करती है, और

(2) उक्त अधिनियम की धारा 10 की उपधारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा उक्त औद्योगिक विवाद की न्याय निर्णय के लिये उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित करती है। राष्ट्रीय औद्योगिक न्यायाधिकरण अपना पंचाट छह माह की अवधि के भीतर प्रस्तुत करेगा।

अनुसूची

“क्या अखिल भारतीय बजाज इलेक्ट्रिकल्स कर्मचारी परिषद को अनुबंध “क” में यथा उल्लिखित 33 मांगें बंध और न्यायोचित हैं, यदि हाँ, तो कर्मकार किस राहत के हकदार हैं?”

प्रतिष्ठान निजी क्षेत्र में है और विवाद के पक्षकार इस प्रकार हैं:—

(1) महासचिव अखिल भारतीय बजाज इलेक्ट्रिकल्स कर्मचारी परिषद, 405, रिलीफ शापिंग सेंटर, निकट जो.पी.ओ. सालापोम रोड, अहमदाबाद 380001

(2) बजाज इलेक्ट्रिकल्स लिमिटेड, 45/47, बोर मारीमन रोड, मुम्बई-23

[सं.एन. 51016/1/96-आई आर(का.)-II]

एस. कृष्णन, संयुक्त सचिव

अनुबंध “क”

मांग-पत्र

1. वेतनमान :

1-1-1996 से कम्पनी निम्नलिखित वेतनमान के अनुसार प्रत्येक माह कर्मचारियों को मूल मजदूरी का भुगतान करेगी :

श्रेणी

वेतनमान

(1) चपरासी, पेकर, हेल्पर, वाचमैन 135-15-210-20-310-25-435-30-585

(2) उप लिपिक, ड्राइवर, मैकेनिक, इलेक्ट्रिशियन, ड्राइवर-सह चपरासी, चपरासी-1, पेकर-1, हेल्पर-1, वाचमैन-1 180-25-305-30-455-35-630-40-830

वाचमैन-1

(3) सामान्य लिपिक, टंकक सह लिपिक, स्टोर क्लर्क, टैलीफोन ऑपरेटर, टैलैन्म- 220-35-395-40-595

सह टैलीफोन ऑपरेटर, लेखा लिपिक, 45-820-50-1070

ड्राइवर 1, मैकेनिक 1, इलेक्ट्रिशियन-1, ड्राइवर सह-चपरासी-1, वरिष्ठ चपरासी

(4) स्वागती सह टैलीफोन ऑपरेटर, स्टेनो- 240-45-465-50-715-टाइपिस्ट, पंचकार्ड ऑपरेटर, मशीन 55-990-60-1290

ऑपरेटर, वरिष्ठ मैकेनिक, वरिष्ठ ड्राइवर, वरिष्ठ चपरासी-1

(5) वरिष्ठ लिपिक, स्टेनोग्राफर, स्टोर 270-55-545-60-845-कीपर, कम्प्यूटिस्ट, ट्राफ़िमेंट, वरिष्ठ 65-1170-70-1520 मैकेनिक-1, वरिष्ठ ड्राइवर-1

(6) पत्राचार सहायक वरिष्ठ ऑपरेटर 325-65-650-70-1000-वरिष्ठ मशीन ऑपरेटर कनिष्ठ बित्री रिप्रजेंटेटिव, कनिष्ठ तकनीकी सहायक 75-1375-80-1775

(7) वाणिज्यिक सहायक वरिष्ठ बित्री 400-75-775-80-1175-रिप्रजेंटेटिव, वरिष्ठ तकनीकी सहायक 85-1600-90-2050

2. फिटमेंट :

कर्मचारी की वर्तमान मूल मजदूरी में 150/- रु. जोड़ा जायेगा। और ऊपर मांगे गये समुचित वेतनमान में फिट कर दिया जायेगा यदि कर्मचारी ग्रेड के वर्तमान स्टेज में फिट नहीं बैठ रहा है तो उसे अपने संबंधित वेतन के अगले उच्चता स्टेज में फिट कर दिया जायेगा

3. गतिरोध वेतन वृद्धि :

कम्पनी अपने उन कर्मचारियों को जो अपने ग्रेड में अधिकतम स्तर पर पहुंच जाते हैं उन्हें प्रत्येक वर्ष अंतिम ग्राहकित वेतन वृद्धि की दर पर गतिरोध भत्ता देगी।

4. प्रोन्नयन :

कम्पनी कर्मचारियों को कम्पनी में प्रत्येक 7 वर्ष की सेवा पूरी होने पर अगले उच्चतर ग्रेड में प्रोन्नत करेगी।

5. मंहगाई प्रतिपूरक भत्ता :

1-1-1996 से मंहगाई प्रतिपूरक भत्ते की वर्तमान दर सभी कर्मचारियों के लिये निम्नानुसार संशोधित की जायेगी।

मूल वेतन

म.प्र.भ.

किसी कर्मचारी के प्रथम 200/- रु. मूल वेतन तक

2.25 रु. प्रति प्वाइंट

किसी कर्मचारी के मूल वेतन के अगले 100/- रु. के लिये

1.00 रु. प्रति प्वाइंट

किसी कर्मचारी के मूल वेतन के अगले 100/- रु. के लिये

0.75 रु. प्रति प्वाइंट

कर्मचारी के मूल वेतन के प्रत्येक परवर्ती 100/- रु. के लिए

0.50 रु. प्रति प्वाइंट

संशोधित म.प्र.भ. दरों का भुगतान विभिन्न श्रेणियों में के कर्मचारियों के संबंध में 1957-58 और 1963-64 तक उ.मू.मू. काटे बिना भुगतान किया जायेगा।

## 6. मकान किराया भत्ता :

सभी कर्मचारियों को 1-1-1996 से निम्नानुसार मकान किराया भत्ते का भुगतान किया जाएगा।

मूल वेतन स्तर	मकान किराया भत्ता
199 रु. तक	750/- रु. प्रतिमाह
200/- रु. और 449/- रु. के बीच	1000/- रु. प्रतिमाह
450/- रु. और 699/- रु. के बीच	1500/- रु. प्रतिमाह
700 रु. और ऊपर	2000/- रु. प्रतिमाह

## 7. छुट्टी यात्रा रियायत :

1995-96 से कम्पनी कर्मचारियों और उनके आश्रितों को छुट्टी यात्रा रियायत के रूप में प्रति वर्ष 5000 कि.मी. अधिकतम दूरी के लिए द्वितीय श्रेणी वातानुकूलित रेल किराया का भुगतान करेगी।

## 8. चिकित्सा व्यय प्रतिपूर्ति :

1-1-1996 से कम्पनी कर्मचारियों को कुल मासिक वेतन के 15% की दर से प्रत्येक माह चिकित्सा व्यय की प्रतिपूर्ति करेगी।

## 9. शिक्षा भत्ता :

कम्पनी 1-1-1996 से प्रत्येक कर्मचारी के प्रतिमाह शिक्षा भत्ता के रूप में 250/- रु. का भुगतान करेगी।

## 10. पत्रिकाओं, समाचार पत्रों आदि पर होने वाले व्यय की प्रतिपूर्ति :

दिनांक 1-1-1996 से, कर्मचारी द्वारा पत्रिकाओं, समाचार पत्रों आदि पर किये गये व्यय की प्रतिपूर्ति कंपनी करेगी जो 2000/- रु. प्रतिवर्ष से अधिक नहीं होगी।

## 11. चिकित्सा जांच संबंधी व्यय की प्रतिपूर्ति :

1-1-1996 से कंपनी, कर्मचारी द्वारा अपनी तथा आश्रितों की चिकित्सा जांच पर किये गये पूरे व्यय की प्रतिपूर्ति करेगी।

## 12. स्वास्थ्य बीमा योजना :

1-1-1996 से कंपनी, कर्मचारियों के बच्चों को भी परिधि में लाने के लिये स्वास्थ्य बीमा योजना लागू करेगी।

## 13. छुट्टी लाभ :

(अ) आकस्मिक छुट्टी: कंपनी प्रत्येक कर्मचारी को प्रतिवर्ष 15 दिन की सैवैतनिक आकस्मिक छुट्टी प्रदान करेगी।

(ब) अर्जित छुट्टी: कंपनी प्रत्येक कर्मचारी को प्रति वर्ष 30 दिन की सैवैतनिक अर्जित छुट्टी प्रदान करेगी।

(स) रुग्णता छुट्टी: 1-1-1996 से, कंपनी प्रत्येक कर्मचारी को रुग्णता लाभ के रूप में प्रति वर्ष 20 दिन की पूर्ण वेतन सहित छुट्टी अथवा 40 दिन की अर्ध-वेतन सहित छुट्टी प्रदान करेगी।

## 14. छुट्टियों का संचयन :

कंपनी, कर्मचारियों को अधिकतम 30 दिन अर्जित छुट्टी तथा सेवा की संपूर्ण अवधि की रुग्णता छुट्टी उपयुक्त करने की अनुमति देगी।

## 15. छुट्टियों का नवीकरण :

कम्पनी, कर्मचारियों को न ली गयी अर्जित छुट्टी का वर्ष में एक बार भुगतान प्राप्त करते तथा रुग्णता छुट्टी का सेवा अवधि समाप्त होने पर भुगतान प्राप्त करने की अनुमति देगी।

## 16. उपदान

कम्पनी, सेवानिवृत्त होने वाले/त्यागपत्र देने वाले अथवा कम्पनी के रोजगार में न रहने वाले कर्मचारियों की सेवा के पूरे किए गए प्रत्येक वर्ष के लिए 60 दिन की दर से उपदान के रूप में प्रतिमास वेतन का भुगतान करेगी।

## 17. पेंशन योजना :

कंपनी, सेवानिवृत्त होने वाले कर्मचारियों तथा कर्मचारी की मृत्यु होने पर उसके आश्रितों के लिए परिसंघ के परामर्श से पेंशन योजना का प्रावधान करेगी।

## 18. मृत्यु-सह-सेवानिवृत्ति लाभ :

कंपनी से कर्मचारी के सेवानिवृत्ति होने पर तथा रोजगार की अवधि के दौरान कर्मचारी की मृत्यु होने पर, कंपनी कर्मचारी को अथवा उसके आश्रितों को, जैसा भी मामला हो, मृत्यु सह-सेवानिवृत्ति लाभ के रूप में

1.00 लाख रुपए का भुगतान करेगी।

## 19. सेवानिवृत्ति आयु :

1-1-1996 से, कंपनी सभी कर्मचारियों के संबंध में विद्यमान सेवानिवृत्ति की आयु 58 वर्ष से बढ़ाकर 65 वर्ष करेगी।

## 20. भर्ती :

सेवानिवृत्ति की आयु पर पहुंचने अथवा सेवा के दौरान मृत्यु होने पर कर्मचारी के एक नजदीकी आश्रित पुत्र अथवा पुत्री को कंपनी में एक उपयुक्त रोजगार दिया जाएगा।

21. (क) जिन अस्थायी कर्मचारियों की तीन माह अथवा इससे अधिक अवधि तक रोजगार में रखा गया है उन्हें कंपनी की सेवाओं में स्थायी किया जाएगा और नियमित वेतन वाले ग्रेडों में रखा जाएगा।

(ख) कंपनी को जिन कार/जीप चालकों की सेवा में छ: माह अथवा इससे अधिक अवधि तक रखा गया है उन्हें कंपनी की सेवाओं में स्थायी किया जाएगा तथा उन्हें नियमित वेतन वाले ग्रेड में रखा जाएगा।

(ग) कंपनी के उत्पादों की मरम्मत/रखरखाव करने के लिए बजाज स्पेयर्स एण्ड सर्विस डीलर्स के साथ कार्य करने वाले मैकेनिकों को कंपनी के कर्मचारी के रूप में माना जाएगा और उन्हें नियमित वेतन वाले ग्रेड दिए जाएंगे।

(घ) अभिकथित ठेकेदारों के रजिस्ट्रारों में दर्ज सुरक्षा स्टाफ को कंपनी के कर्मचारियों के रूप में माना जाएगा और उन्हें नियमित वेतन वाले ग्रेडों में रखा जाएगा।

(ङ) कंपनी के लिए कार्य करने वाले सफाई करने वालों को कंपनी के कर्मचारियों के रूप में माना जाएगा और उन्हें नियमित वेतन वाले ग्रेडों में रखा जाएगा।

(च) कंपनी में कार्य करने वाले चाय आदि सर्व करने वाले लड़कों को कंपनी के कर्मचारी के रूप में माना जाएगा। और उन्हें नियमित वेतन वाले ग्रेडों में रखा जाएगा।

## 22. सी० एण्ड एफ० व्यवस्थाओं का समाप्त किया जाता

कंपनी, कंपनी में विद्यमान सी० एण्ड एफ० एजेंटों को वापस लेगी और सी० एण्ड एफ० एजेंटों के माध्यम से कंपनी के लिए कार्य कर रहे इन सभी कर्मचारियों को, कंपनी के स्थायी कर्मचारियों की तरह सभी परिणामी लाभों और विशेषाधिकारों के साथ कंपनी के नियमित कर्मचारियों के रूप में समाहित करेगी।

## 23. संघ के सदस्यों का स्थानांतरण :-

जब तक परिसंघ सहमत नहीं हो जाता कंपनी द्वारा इस परिसंघ अथवा इसकी संघटक इकाई के किसी सदस्य को स्थानांतरित नहीं किया जाएगा।

## 24. व्यवसाय संघ हेतु सुविधाएं :-

कंपनी, परिसंघ के लिए निम्नलिखित व्यय की प्रतिपूर्ति करेगी :-

(क) परिसंघ के पदाधिकारियों द्वारा भिन्न-भिन्न शाखाओं के लिए दौरों के दौरान यात्रा और अन्य दैनिक खर्चों में किया गया सभी व्यय।

(ख) परिसंघ द्वारा किए गए टेलीफोन संबंधी व्यय।

(ग) परिसंघ द्वारा लेखन सामग्री और मुद्रण पर किया गया व्यय।

25. बाजाज इलेक्ट्रिकल्स कर्मचारी भविष्य निर्धन्यास के न्यायो बोर्ड में कर्मचारियों का प्रतिनिधित्व करने वाले न्यासियों को परिसंघ के परामर्श से परिसंघ के सदस्यों में से चुना जाएगा।

26. हमारे समझौते के लम्बित रहने के दौरान हम समझौते के द्वारा शामिल न किए गए कर्मचारियों को दिए गए सभी मौद्रिक लाभों को (सामान्य) वेतनवृद्धि अथवा पदोन्नति के अलावा इस समझौते के द्वारा शामिल किए गए कर्मचारियों को दिया जाएगा।

27. वैयक्तिक वेतन

(क) यह कंपनी बम्बई, दिल्ली और कलकत्ता शाखाओं में कार्यरत कर्मचारियों को 1981 में दिये जा रहे अनुसार अन्य सभी शाखाओं के कर्मचारियों को भी वैयक्तिक वेतन (अतिरिक्त) के भुगतान के लिए शामिल करेगी।

(ख) यह कंपनी निम्नलिखित आधार पर कर्मचारियों को भुगतान करेगी :—

- (1) जिन्होंने 10 वर्ष की सेवा पूरी कर ली है उनको 200/- प्रतिमाह
- (2) जिन्होंने 15 वर्ष की सेवा पूरी कर ली है उनको 300/- प्रतिमाह
- (3) जिन्होंने 20 वर्ष की सेवा पूरी की है उनको 500/- प्रतिमाह

28. पेट्रोल खर्च और रख-रखाव व्यय की प्रतिपूर्ति

1.1.1996 से यह कंपनी न्यूनतम 50 लि० प्रति माह तक पेट्रोल खर्च की प्रतिपूर्ति करेगी और इसके अलावा 750/- रुपये प्रतिमाह रख-रखाव व्यय के रूप में प्रतिपूर्ति करेगी।

29. ऋण लाभ

(क) वैयक्तिक ऋण

यह कंपनी प्रति कर्मचारी अधिकतम 25,000 रुपये तक व्याज मुक्त वैयक्तिक ऋण अग्रिम के रूप में देगी।

(ख) वाहन ऋण

यह कंपनी अपने कर्मचारियों को पेट्रोल चालित वाहन की खरीद के लिए वाहन की लागत की 80% तक राशि व्याज मुक्त ऋण के रूप में देगी।

(ग) आवासीय ऋण

यह कंपनी मकान के निर्माण या खरीद के लिए व्याज मुक्त अधिकतम 2.50 लाख रुपये तक और मकान की मरम्मत के लिए 50,000/- रुपये अग्रिम के रूप में देगी।

30. इश्वर भत्ता

यह कंपनी 1.1.1996 से इश्वर भत्ता अधिकतम 50/- रुपये प्रतिमाह से बढ़ाकर 500/- रुपये करेगी।

31. बर्षी भत्ता

यह कंपनी 1.1.1996 से सभी कर्मचारियों को प्रतिवर्ष अधिकतम 5,000/- रुपये तक बर्षी भत्ता का भुगतान करेगी।

32. सावितन अवकाश

1.1.1996 से यह कंपनी परामर्श लिखित अधिनियम के अन्तर्गत सभी बर्ष अवकाशों की सावितन अवकाश योजना करेगी।

33. यूनियन के साथ हुए समझौते के अन्तर्गत शामिल सेटो में कामगारों के कार्य को करने के लिए यह कंपनी किसी अधिकारी को नहीं नियुक्त करेगी और यह कि उन्हें विधिक एडवोकेट, आर्थनॉमिक एडवोकेट, एडमिनिस्ट्रेशन एडवोकेट (जैसा भी मामला हो) के रूप में नियुक्त किया जायेगा। ऐसे पक्षों पर पहले से ही नियुक्त अधिकारियों को उपयुक्त अनुसार पुनः पद नामित किया जायेगा।

## ORDER

New Delhi, the 8th May, 1997

S.O. 1402.—Whereas the Central Government is of the opinion that an industrial dispute exist between the employers of the Bajaj Electricals Limited, Bombay and their employees in respect of the matters specified in the schedule hereto annexed;

And where as the said industrial dispute is of such a nature that the establishments of the Bajaj Electricals situated in more than one State, are likely to be interested in or affected by, such dispute;

And where as the Central Government is of opinion that the said industrial dispute should be adjudicated by a National Industrial Tribunal;

Now, therefore, the Central Government—

(i) in exercise of the powers conferred by Section 7-B of the Industrial Dispute Act, 1947 (14 of 1947), hereby constitute a National Industrial Tribunal with Headquarters at Bombay and appoints Justice R. S. Verma as its Presiding Officer; and

(ii) in exercise of the powers conferred by Sub-Section (1A) of the Section 10 of the said Act, hereby refers the said industrial dispute to the said National Industrial Tribunal for adjudication. The National Industrial Tribunal shall submit its Award within a period of six months.

## SCHEDULE

"Whether the 33 demands of the All India Bajaj Electricals Employees Federation, as mentioned in Annexure 'A' are legal and justified? If so, to what relief the workmen are entitled?"

The establishments is in private sector, parties to the dispute are :

(1) The General Secretary, All India Bajaj Electricals Employees Federation, 405, Relief Shopping Centre, Near GPO, Salapose Road, Ahmedabad-380001.

(2) Bajaj Electricals Ltd., 45/47, Veer Nariman Road, Bombay-23.

[No. L-51016/1/96-IR(Imp)-III]

S. KRISHNAN, Jr. Secy.

## ANNEXURE A CHARTER OF DEMANDS

### 1. SCALES OF PAY:

With effect from 1-1-1996, the Company shall pay basic wages the employees every month as per following scales of pay:—

Category	Scales of Pay
(i) Peon, Packer, Helper, Watchman.	135-15-210-20-310-25-435-30-585.
(ii) Sub-clerk, Driver, Mechanic, Electrician, Driver-cum-peon, Peon-I, Packer-I, Helper-I, Watchman-I.	180-25-305-30-455-35-630-40-830.
(iii) General Clerk, Typist-cum-Clerk, Stores Clerk, Telephone Operator, Telex-cum-Telephone Operator, Accounts Clerk, Driver-I, Mechanic-I, Electrician-I Driver-cum-Peon-I, Sr. Peon.	220-35-395-40-595-45-820-50-1070.
(iv) Receptionist-cum-Telephone Operator, Steno-typist, Punch Card Operator Machine Operator, Sr. Mechanic, Sr. Driver, Sr. Peon-I.	240-45-465-50-715-55-990-60-1290.
(v) Sr. Clerk, Stenographer, Store Keeper, Comptist, Draftsman, Sr. Mechanic-I, Sr. Driver-I.	270-55-545-60-845-65-1170-70-1520.
(vi) Correspondence Assistant, Sr. Machine Operator, Jr. Sales Representative, Jr. Technical Assistant.	325-65-650-70-1000-75-1375-80-1775.
(vii) Commercial Assistant, Sr. Sales Representative, Sr. Technical Assistant.	400-75-775-80-1175-85-1600-90-2050.

### 2. FITMENT:

A sum of Rs. 150 shall be added to the present basic wage of the employee and shall be fitted in the appropriate scale of pay demanded above. In case of an employee not fitting at the present stage of the grade, he shall be fitted in the next higher stage of his respective scale.

### 3. STAGNATION INCREMENT:

The Company shall pay every year stagnation increment at the rate of last drawn increment to the employees who have reached the maximum of their grade.

### 4. UPGRADATION:

The Company shall upgrade employee automatically to the next higher grade on completion of every 7 years of service in the company.

### 5. DEARNESS COMPENSATORY ALLOWANCE:

With effect from 1-1-1996, the existing rates of Dearness Compensatory Allowance shall be revised as under for all employees.

Basic Pay	D.C.A. Rate
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Upto first Rs. 200 basic salary of an employee.
Rs. 2.25 per point
For the next Rs. 100 of basic salary of an employee.
Rs. 1.00 per point
For the next Rs. 100 of basic salary of an employee.
Rs. 0.75 per point
For every subsequent Rs. 100 of basic salary of employee.
Rs. 0.50 per point

The revised D.C.A. rates shall be paid without deducting C.P.I. numbers upto 1957-58 and 1963-64 in respect of different categories of employees.

### 6. HOUSE RENT ALLOWANCE:

All employees shall be paid House Rent Allowance with effect from 1-1-1996 as under :

Basic Salary Slab	House Rent Allowance
Upto Rs. 199	
Rs. 750 per month	
Between Rs. 200 and 449	
Rs. 1000 per month	
Between Rs. 450 and Rs. 699	
Rs. 1500 per month	
Rs. 700 and above	
Rs. 2000 per month	

### 7. LEAVE TRAVEL CONCESSION:

With effect from 1995-96 the company shall pay Second Class A.C. Rail Fare to a maximum distance of 5000 Kms. every year to employees and their dependents as Leave Travel Concession.

### 8. REIMBURSEMENT OF MEDICAL EXPENSES:

With effect from 1-1-1996, the company shall reimburse to the employees every month medical expenses @ 15% of total monthly salary.

### 9. EDUCATION ALLOWANCE:

The Company shall pay Rs. 250 every month to each employee as education allowance with effect from 1-1-1996.

### (10) REIMBURSEMENT OF EXPENSES ON PERIODICALS, NEWS PAPERS ETC.

With effect from 1-1-1996, the company shall reimburse expenses incurred by the employee on periodicals, news papers etc. subject to maximum of Rs. 2000 per annum.

### (11) REIMBURSEMENT OF EXPENSES FOR MEDICAL CHECK UP:

With effect from 1-1-1996, the Company shall reimburse in full the expenses incurred by employee for medical check up on self and dependents.

#### (12) HEALTH INSURANCE SCHEME:

With effect from 1-1-1996, the Company shall extend the Health Insurance Scheme to cover children of the employees.

#### (13) LEAVE BENEFITS:

(A) CASUAL LEAVE : The Company shall grant 15 days casual leave with pay to each employee every year.

(B) EARNED LEAVE : The Company shall grant 30 days Earned Leave with full pay to each employee every year.

(C) SICK LEAVE : With effect from 1-1-1996 the company shall grant 20 days with full pay or 40 days with half pay, to each employee as Sick Leave every year.

#### (14) ACCUMULATION OF LEAVE:

The company shall allow the employees to accumulate earned leave to a maximum of 360 days and Sick Leave throughout the tenure of service.

#### (15) ENCASHMENT OF LEAVE:

The Company shall allow the employees to encash unavailed Earned Leave once in a year and Sick Leave at the end of the tenure of service.

#### (16) GRATUITY:

cash The company shall pay gratuity @ 60 days terminal pay for every completed year of service of employees who retire/resign or cease to be in the employment of the company.

#### (17) PENSION SCHEME:

The Company shall provide Pension Scheme in consultation with the Federation to the employees who retire and to the dependents in case of death of the employee.

#### (18) DEATH-CUM-RETIREMENT BENEFITS:

In the event of retirement of an employee from the company and on death of an employee during the tenure of employment, the company shall pay Rs. 1.00 lakh as death-cum-retirement benefit to the employee or the dependents of the employee, as the case may be.

#### (19) RETIREMENT AGE:

With effect from 1-1-1996, the company shall extend the retirement age from the existing 58 years to 65 years in respect of all employees.

#### (20) RECRUITMENT:

One immediate dependent—son or daughter—of the employee on the verge of retirement or in case of death while in service, shall be given a suitable job in the company.

(21) (a) All temporary employees who have put in three months or more service, shall be confirmed in the services of the company and be fitted in regular salary grades.

(b) Drivers of Company's cars/jeeps etc. who have put in six months or more service shall be confirmed in the services of the company and be fitted in regular salary grade.

(c) Mechanics working with Bajaj Spares & Service Dealers (BSSD) for repairing/servicing of the products of the company, shall be treated as employees of the company and shall be given regular salary grades.

(d) Security staff shown in so-called contractor's books shall be treated as employees of the company and shall be fitted in regular salary grades.

(e) Sweepers working for the company shall be treated as employees of the company and shall be fitted in regular salary grades.

(f) Tea Boys working for the company shall be treated as employees of the company and shall be fitted in regular salary grades.

#### (22) ABOLITION OF C&F ARRANGEMENTS:

The company shall withdraw the C&F agents existing in the company and absorb all those employees working for the company through the C&F Agents, as regular employees of the company with all attendant benefits and privileges as permanent employees of the company.

#### (23) TRANSFER OF UNION MEMBERS :

No member of this Federation or its constituent units shall be transferred by the company unless agreed by the Federation.

#### (24) TRADE UNION FACILITIES:

The company shall reimburse the following expense to the Federation:

- (a) All expenses incurred by the Officer Bearers of the Federation in travel and daily expenses during visits to different branches.
- (b) Telephone Expenses incurred by the Federation.
- (c) Stationery & Printing Expenses incurred by the Federation.

(25) The Trustees representing the employees in the Board of Trustees of the Bajaj Electricals Employees Provident Fund Trust, shall be elected from amongst the members of the Federation in consultation with the Federation.

(26) During pendency of our settlement all monetary benefits (other than normal increment or promotion) given to the employees not covered by the settlement, shall be given to the employees covered by this settlement.

#### (27) PERSONAL PAY:

(a) The company shall cover employees working in all the other branches also for payment of Personal Pay (additional), as is being paid since 1981 to employees working in Bombay, Delhi & Calcutta branches.

(b) The company shall pay to the employees on the following basis:



- (i) Rs. 200 per month to those who have completed 10 years of service.
- (ii) Rs. 300 per month to those who have completed 15 years of service.
- (iii) Rs. 500 per month to those who have completed 20 years of service.

**(28) REIMBURSEMENT OF PETROL EXPENSES & MAINTENANCE CHARGES**

With effect from 1-1-1996 the company shall reimburse Petrol Expenses upto minimum of 50 Ltrs. every month and further pay Rs. 750 per month as reimbursement of maintenance expenses.

**(29) LOAN BENEFITS:**

**(a) Personal Loan:**

The company shall advance upto a maximum of Rs. 25,000 per employee as Personal Loan, free of interest.

**(b) Vehicle Loan:**

The company shall advance 80% of the cost of vehicle as loan free of interest, to the employees for the purchase of Petrol driven vehicles.

**(d) Housing Loan:**

The company shall advance upto a maximum of Rs. 2.00 lakhs per employee as loan for building or purchasing house and Rs. 50,000 for repairing house, free of interest.

**(30) DRIVER ALLOWANCE:**

The company shall with effect from 1-1-1996 increase Driver Allowance from Rs. 50 per month to Rs. 500.

**(31) OUTFIT ALLOWANCE:**

The company shall, with effect from 1-1-1996 pay Outfit Allowance upto a maximum of Rs. 5000 every year to all employees.

**(32) PAID HOLIDAYS:**

With effect from 1-1-1996, the company shall declare all Bank Holidays as Paid Holidays under Negotiable Instruments Act.

(33) The company shall not make any appointment of officers for doing jobs of workmen grades covered by the union settlements and that they be appointed as clerk, typist, steno-typist, stenographer etc. (as the case may be). Officials already appointed to such posts be redesignated as above.

